

# BOARD OF SUPERVISORS

## Brown County



305 E. WALNUT STREET  
P. O. BOX 23600  
GREEN BAY, WISCONSIN 54305-3600  
PHONE (920) 448-4015 FAX (920) 448-6221

### PUBLIC SAFETY COMMITTEE

Patrick Buckley, Chair  
Andy Nicholson, Vice Chair

Megan Borchardt, Staush Gruszynski, Richard Schadevald

### PUBLIC SAFETY COMMITTEE

Wednesday, August 1, 2018

4:00 PM

Brown County Sheriff's Office  
2684 Development Drive, Green Bay, WI

NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE  
ACTION ON ANY ITEM LISTED ON THE AGENDA

**\*\*REVISED\*\***

- I. Call meeting to order.
- II. Approve/Modify Agenda.
- III. Approve/Modify Minutes of July 12, 2018 and Joint Human Services & Public Safety of July 12, 2018.

#### Comments from the Public.

1. Review Minutes of:
  - a. Criminal Justice Coordinating Board (May 10, 2018).
  - b. Local Emergency Planning Committee – LEPC (July 10, 2018).
  - c. Public Safety Communications Advisory Board (January 24, 2018).

#### Presentation by Judge Zuidmulder: Treatment Court Report

#### Medical Examiner

2. 2019 Capital Project 5-Year Outlook Summary.
3. Budget Status Financial Report for June 2018 – Unaudited.
4. 2018 Medical Examiner Activity Spreadsheet.

#### Public Safety Communications

5. Budget Status Financial Report for June 2018 – Unaudited.
6. Budget Adjustment Request (18-87): Any increase in expenses with an offsetting increase in revenue.
7. Director's Report.

#### Circuit Courts, Commissioners, Probate

8. Budget Status Financial Report for June 2018 – Unaudited.
9. Director's Report.

#### Emergency Management

10. Budget Status Financial Report for June 2018 – Unaudited.
11. Director's Report.

#### Sheriff

12. Update on Jail Addition – *Standing Item*.
13. Budget Status Financial Report for May and June 2018 – Unaudited.

14. 2019 Capital Project 5-Year Outlook Summary.
15. Medical Services Contract for the Jail RFP Award.
16. An Ordinance to Amend Chapter 31 of the Brown County Code of Ordinances by Creating Section 31.27 (Electronic Cigarette and Vapor/Vaping Device Ordinance).
17. Sheriff's Report.

#### **Communications**

18. Communication from Supervisor Ballard re: For Public Safety to direct staff to explore the financial feasibility and outcomes of having a sheriff supervised work crew of jail inmates to fill the gaps for the shortage of seasonal employees to possibly begin in the 2019 budget year. *Referred from July County Board.*
19. Communication from Supervisor Gruszynski re: That Brown County look at a proposal to not house federal inmates in Brown County jails. *July motion: To hold for 30 days to address questions presented at this meeting.*
20. Communication from Supervisor Schadewald re: I make the following request that this committee review available jail planning studies, including the PONI, a Jail and Justice System Assessment, and any other local studies for better planning in both the short term and long-term. *Referred from July County Board.*
21. Communication from Supervisor Schadewald re: I make the following request that the terms (low, medium, and high risk) inmates be defined so we can discuss the diversion programs options using agreed upon terms. *Referred from July County Board.*
22. Communication from Supervisors Sieber/Linssen/Becker re: To include in the 2018 budget up to \$150,000 to RFP for services to find efficiencies in our criminal justice system.
23. Communication from Supervisors Brusky and Schadewald re: This is our request to form a Criminal Justice System Efficiency Improvement Work Group. This multi-function team would seek to identify opportunities to increase the justice system's operational efficiency and recommend specific actions to contain the growth and/or reduce the system's operating costs.
24. Communication from Supervisor Buckley re: Have the District Attorney's Office be prepared to have a discussion on potential offenses that can/could be sent to Municipal Court for action. *Referred from December County Board.*

#### **Clerk of Courts** – No agenda items.

#### **Other**

25. Audit of bills.
26. Such other matters as authorized by law.
27. Adjourn.

Patrick Buckley, Chair

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda.

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

**PROCEEDINGS OF THE BROWN COUNTY**  
**PUBLIC SAFETY COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the Brown County Public Safety Committee was held on Thursday, July 12, 2018 in Room 200, Northern Building, 305 E. Walnut Street, Green Bay, WI

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**Present:** Chair Buckley, Supervisor Borchardt, Supervisor Gruszynski, Supervisor Nicholson, Supervisor Schadewald  
**Also Present:** Jail Lieutenant John Mitchell, Chief Deputy Todd Delain, Emergency Management Director Jerad Preston, Public Safety Communications Director Cullen Peltier, Clerk of Courts John Vander Leest

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**I. Call meeting to order.**

The meeting was called to order by Chair Buckley at 6:00 pm.

**II. Approve/Modify Agenda.**

Motion made by Supervisor Schadewald, seconded by Supervisor Nicholson to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**III. Approve/Modify Minutes of June 6, 2018.**

Motion made by Supervisor Nicholson, seconded by Supervisor Schadewald to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Comments from the Public. None.

**1. Review Minutes of:**

a. Fire Investigation Task Force Board of Directors (March 12, 2018).

Motion made by Supervisor Gruszynski, seconded by Supervisor Nicholson to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

b. Fire Investigation Task Force General Membership (March 8, 2018).

Motion made by Supervisor Gruszynski, seconded by Supervisor Borchardt to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

c. Traffic Safety Commission (April 10, 2018).

Motion made by Supervisor Gruszynski, seconded by Supervisor Borchardt to receive and place on file. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**Medical Examiner**

**2. Budget Status Financial Report for May 2018.**

Motion made by Supervisor Schadewald, seconded by Supervisor Nicholson to take Items 2 & 3 together. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Motion made by Supervisor Schadewald, seconded by Supervisor Gruszynski to receive and place on file Items 2 & 3. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**3. 2018 Medical Examiner Activity Spreadsheet.**

*See action at Item 2 above.*

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**Circuit Courts, Commissioners, Probate**

**4. Budget Status Financial Reports for April and May 2018.**

Motion made by Supervisor Nicholson, seconded by Supervisor Borchardt to take Items 4 & 5 together. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**

Motion made by Supervisor Gruszynski, seconded by Supervisor Nicholson to receive and place on file Items 4 & 5.  
Vote taken. **MOTION CARRIED UNANIMOUSLY**

**5. Director's Report.**

*See action at Item 4 above.*

**Emergency Management**

**6. Budget Status Financial Report for May 2018.**

Emergency Management Director Jerad Preston informed there have not been any unexpected expenses and they are in good shape.

Motion made by Supervisor Gruszynski, seconded by Supervisor Nicholson to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**

**7. Director's Report.**

Preston recalled that at the last meeting Supervisor Schadewald asked him to bring back the questions FEMA had on the mitigation plan. FEMA's questions were related to how Planning came up with the rate they were going to charge against the grant for the in-kind match. Preston got the answers from Planning and forwarded them on to FEMA and they seem to be happy with those answers.

Preston also noted there was recently a missing child in Howard and the Sheriff's Department requested Emergency Management to send out a code red. The code red message was sent out to about 23,000 and the missing child was located about 8.5 miles away from his home. The person who found the child indicated she had received the code red message and that was how she was able to identify the missing child.

Motion made by Supervisor Gruszynski, seconded by Supervisor Nicholson to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**

**Public Safety Communications**

**8. Budget Status Financial Report for May 2018.**

Public Safety Communications Director Cullen Peltier said there have not been any unexpected surprises regarding the budget. He did not note they are having some issues with some of the console furniture, but he feels they can probably make it through this year, but he wanted to make the Committee aware of this.

Motion made by Supervisor Gruszynski, seconded by Supervisor Nicholson to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**

**9. Director's Report.**

With regard to the CAD project, Peltier said the vendor was on site all week and will be back again to do some updating, coding and training. Staff training and mobile users will be doing training at the end of July and into early August and the go-live is still set for August 29.

Peltier also talked about staffing and said although they have not had a lot of turnover so far this year, the challenge they are having is some higher turnover in the newer, younger employees. They come in and spend a few months in

training but then decide the job is not for them because they cannot handle it emotionally. They are looking at ways to address this in the next few months. Supervisor Borchardt asked if there are programs available to help people with the emotional aspect of the jobs. Peltier said each new hire is assigned a senior staff mentor and staff also meets with new hires weekly or more frequently depending on the needs. There is also a confidential peer support program as well as referrals to EAP or other agencies when necessary.

**Motion made by Supervisor Gruszynski, seconded by Supervisor Nicholson to receive and place on file. Vote taken.**  
**MOTION CARRIED UNANIMOUSLY**

**Clerk of Courts**

**10. Resolution regarding Reclassification of a Customer Service Clerk Position in the Clerk of Courts Table of Organization.**

Clerk of Courts John Vander Leest explained the functions in his office have changed with e-filing. Currently there is an open front counter position and he noted that in the past they have had four positions that handle the front counter, but with e-filing he feels they could reduce that to three and then have a fourth position which is more of a floater Deputy Clerk position. Deputies are approved by the judges and they have the ability to take minutes in court and that function is recognized under state law. It is Vander Leest's intent to have this person learn the front counter duties as well as the e-filing que and making sure things are filed timely and deadlines are being met. The position would also learn how to clerk in court. Vander Leest hopes to find a bi-lingual candidate for the job and noted that they have had some issues lately with translators. For large, serious cases, the judges would require state certified interpreters, but for smaller more day to day duties, a bi-lingual person could assist and Vander Leest noted the Clerk of Courts is able to seek reimbursement for interpreting services which would lower the fiscal impact of this, making it close to zero. Clerk of Courts staff supports this as does the Deputy Clerk of Courts.

Buckley said from talking with Vander Leest earlier in the week, he feels this position is needed and noted that in the past Vander Leest has done a good job of keeping positions open when possible, but what was explained above makes sense and Buckley is in favor of it. Vander Leest said there are currently three open positions, but they are working on improving efficiencies and streamlining some of the process to help with that. He feels there may be candidates within the County interested in the position. Supervisor Gruszynski asked how long the position has been open and Vander Leest said it has been open since April. Gruszynski asked if Vander Leest felt he could find a qualified candidate at the salary listed in the resolution and Vander Leest responded that he did not anticipate problems filling the position at that rate. What he is really looking for is someone who is bi-lingual and that may be a bigger challenge than the pay.

Supervisor Schadewald asked about the reimbursement from the State of Wisconsin shown in the resolution. Vander Leest said that is an estimate based on 30 – 60 minutes per week of interpreting.

**Motion made by Supervisor Schadewald, seconded by Supervisor Gruszynski to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**11. Director's Report.**

Vander Leest informed the State will be increasing the amount paid to court appointed attorneys by 42%, or from \$70 to \$100 per hour which will amount to hundreds of thousands of dollars. This will not be effective until January 2020, but he has worked the numbers and provided them to administration so this can be taken into consideration. Vander Leest feels this will be about a \$200,000 hit annually. The State will have to increase their grants for indigent parties and this is something they will have to deal with next session. Vander Leest feels there are some things that can be done internally such as increasing GAL deposits and looking at increasing deposits for other cases as well. Buckley asked if it would make sense for the County to hire our own GAL and Vander Leest explained that was tried in the past for a year but then stopped and it has not been something the judges have supported.

Schadewald said when department heads are looking at their budgets; they need to be looking at least two budget cycles out to address these types of things and noted that historically the State has not been coming up with help or assistance in these types of things. Vander Leest agreed and said some of this discussion can be happening now and all

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the affected parties can get on board to find ways to minimize the impact to the County. There has been talk about getting a small group together to look at this which Buckley felt was a good idea.

Vander Leest continued that collections are obviously a continued emphasis for the Clerk of Courts office and said they are looking at using the state debt collectors created by the Department of Revenue. Other counties have been using this because there is more ability to collect from parties than just the traditional collection agencies. Vander Leest is looking at what debts would be appropriate to send to the state debt collectors and he noted that other counties who use this service have seen increases in their collections. He will keep the Committee advised on this.

**Motion made by Supervisor Schadewald, seconded by Supervisor Gruszynski to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Sheriff**

**12. Budget Status Financial Report for April 2018.**

Chief Deputy Todd Delain reported currently the Sheriff's Department is at 32.66% of the budget for expenses and revenues are at 33.4% of budget for the first third of the year which is right where they should be. He noted that inmate fees are running ahead but jail phone commissions are down.

Delain also provided a handout, a copy of which is attached, of jail data and related overtime at the jail as requested by Schadewald at the last meeting.

**Motion made by Supervisor Schadewald, seconded by Supervisor Gruszynski to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY**

**13. Budget Adjustment Request (18-80): Reallocation between two or more departments, regardless of amount.**

This budget adjustment is to reallocate savings from PSC/TS UPS Capital Project and dollars from the General Government Contingency fund to fund the purchase of WonderWare Jail door control software that is necessary for the completion of the Jail Video Surveillance System Project. During the door software project it was realized that the software needed to be changed at the main jail at a cost of \$103,000.

**Motion made by Supervisor Gruszynski, seconded by Supervisor Borchardt to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**14. Budget Adjustment Request (18-82): Any increase in expenses with an offsetting increase in revenue.**

This budget adjustment request is to increase the Sheriff's budget for state aid revenue from the Internet Crimes Against Children (ICAC) program funded through the State of Wisconsin, and increase the Supplies and Expense budget to purchase equipment for intelligence sharing with that ICAC money. This funding is technically not a grant but is similar in that it can be used to purchase small equipment items. Specifically, the funding is for five smart TVs plus wall mounts and three Android tables. These items will not be used on the county network. There is no match required for this grant and the budget impact is \$1,400.

**Motion made by Supervisor Gruszynski, seconded by Supervisor Borchardt to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**15. Update on Jail Addition – *Standing item.***

Lt. John Mitchell said the RFP committee met with perspective architects recently to tour the jail. It was a non-mandatory meeting, but there were 10 architects that showed up so he feels there should be some good competitive bidding. The architects had the opportunity to see what already is existing at the jail and have their questions answered regarding things like whether or not they will have to tie in the heating and cooling, etc. The RFP will answer submitted questions and then the final bids will come in. The RFP process is still running according to schedule.

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*No action taken.*

**16. Sheriff's Report.**

*No report; no action taken.*

**Communications**

- 17.** Communication from Supervisor Schadewald re: To approve the combined RFP #2236 and before the bids are awarded, they go back to the respective Committee and County Board for approval. *Referred from June County Board.*

Motion made by Supervisor Gruszynski, seconded by Supervisor Borchardt to receive and place on file. Vote taken.  
**MOTION CARRIED UNANIMOUSLY**

- 18.** Communication from Supervisor Gruszynski re: That Brown County look at a proposal to not house federal inmates in Brown County jails. *Referred from June County Board.*

Gruszynski thanked Delain for the earlier handout and said he would like answer from the Sheriff to the following questions.

-What is the daily or monthly average of federal inmates housed in the Brown County Jail?

-Does housing federal inmates fall under the constitutional authority of the Sheriff?

-What does the Brown County contract for housing federal inmates include, such as how much is the County paying to ship out compared to what we are making as well as other parts of the contract that would be key including term of the contract, etc.

-If other counties in the state are not housing federal prisoners or if they have turned down housing federal prisoners, what are the alternatives and what would Brown County's alternatives be if we did not house federal inmates. Also, are there other counties turning them down that the Sheriff is aware of.

Schadewald noted there are only three federal courts in the state and Brown County asked for one to be located here a number of years ago, so there is some history to the housing of federal inmates.

Gruszynski said in the process of looking at jail expansion and having a debate about it holistically, he feels we should look at every option on the table. He would like to have this dialogue with the Sheriff so it is good, transparent government and included in the record, not just a conversation. Schadewald said he would also like to know what percentage of federal inmates are low risk, high risk and medium risk. Lt. Mitchell responded that federal inmates are put into two categories – either held by the US Marshall's Service or held by the Bureau of Prisoners. Those held by the Bureau of Prisoners are usually held at the work release center because they normally have work release privileges, but the number of those is very small. The rest are held by the US Marshall's Service and are usually violators who are already been transitioned out and others are being held for court and all of those are required to be held at Curry Lane. These are requirements of the federal contract and the jail gets audited on this and there cannot be a person housed downtown, even in the lockup space; they belong at the main jail where it is more of a secure facility.

Schadewald also would like to know if federal inmates were shipped out, where they would have to be shipped to. Lt. Mitchell said the US Marshall does all the transports and that would be up to them.

Buckley added that part of getting the federal courthouse here was the responsibility to house the prisoners. In 2013 the agreement was signed giving authority to the county jail under Wis. Stats. 59.27, which reads in part, "The Sheriff of the county shall do all of the following: take charge and custody of the jail maintained by the county and the persons in the jail and keep the persons in the jail personally or by deputy or jailers". The Sheriff has no intentions of eliminating the long standing agreement with federal partners and Brown County has one three federal courthouses in the state and we get a daily fee of \$70 per day for every inmate we house under this agreement.

Buckley said from Sheriff Gossage's email, which he will make sure is forwarded to the Committee, he considers the matter closed. Gruszynski asked that the communication be held for 30 days to be sure all of his questions are answered. Delain reiterated that Sheriff Gossage considers this matter closed. Gruszynski said he understands the Sheriff's position, but feels more Supervisors than just he would be interested in hearing the answers to the questions he would like answered when it comes to the entire jail issue. Gruszynski reiterated he would like to have these conversations with the Sheriff in person rather than over the phone for full transparency and to get everything out in the open. He is hesitant to have this addressed by the Sheriff via e mail because he does not want to get into a walking quorum situation.

**Motion made by Supervisor Schadewald, seconded by Supervisor Borchardt to hold for 30 days to address questions presented at this meeting. Vote taken. Ayes: Schadewald, Gruszynski, Borchardt Nay: Buckley**  
**MOTION CARRIED 3 to 1**

**Other**

**19. Audit of bills.**

**Motion made by Supervisor Schadewald, seconded by Supervisor Borchardt to acknowledge receipt of the bills. Vote taken. MOTION CARRIED UNANIMOUSLY**

**20. Such other matters as authorized by law. None.**

**21. Adjourn.**

**Motion made by Supervisor Schadewald, seconded by Supervisor Gruszynski to adjourn at 6:49 pm. Vote taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio  
Administrative Specialist

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**PROCEEDINGS OF THE BROWN COUNTY**  
**HUMAN SERVICES COMMITTEE &**  
**PUBLIC SAFETY COMMITTEE**  
**(Joint Meeting)**

Pursuant to Section 19.84 Wis. Stats., a joint meeting of the Brown County Human Services Committee and Brown County Public Safety Committee was held on Thursday, July 12, 2018 in Room 200, Northern Building, 305 E. Walnut Street, Green Bay, WI

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**Present:**           **Human Services Committee:** Chair Hoyer, Supervisor Evans, Supervisor Brusky, Supervisor Linssen  
                          **Excused:** Supervisor De Wane

**Public Safety Committee:** Chair Buckley, Supervisor Schadewald, Supervisor Nicholson, Supervisor Gruszynski,  
                          Supervisor Borchardt

**Also Present:** Behavioral Health Manager Ian Agar, Community Services Administrator Jenny Hoffman, Deputy Executive Jeff Flynt, Chief Deputy Todd Delain, Family Services President and CEO Jeff Vande Leest, Family Services Vice President – Programs & Services Angela Steuck, Public Defender Jeff Cano, Jail Lieutenant John Mitchell, Judge Walsh, Judge Zuidmulder, District Court Administrator Tom Schappa, Public Health Officer Anna Destree, Emergency Management Director Jerad Preston, Supervisor Tran, Public Safety Communications Director Cullen Peltier, County Executive Troy Streckenbach

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*Please Note: These minutes reflect action taken only due to the meeting being held the same day County Board packets are typically mailed out. Complete minutes will be provided at a later time.*

**1. Call meeting to order.**

The meeting was called to order by Human Services Chair Erik Hoyer at 4:02 pm  
The meeting was called to order by Public Safety Chair Pat Buckley at 4:02 pm

**2. Approve/Modify Agenda.**

**Motion made by Supervisor Evans, seconded by Supervisor Linssen to approve. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Comments from the Public. None.**

**3. Presentation, discussion, and direction regarding a proposed Table of Organization change in the Health and Human Services Department regarding creating a Criminal Justice Division for the Diversion Courts, which may also include discussion regarding whether Day Report Center services should be in-house or contracted out.**

*No action taken.*

**4. Adjourn.**

**Motion made by Supervisor Gruszynski, seconded by Supervisor Nicholson to adjourn the Public Safety portion of this meeting at 5:57 pm. Vote taken. MOTION CARRIED UNANIMOUSLY**

**Motion made by Supervisor Brusky, seconded by Supervisor Linssen to adjourn the Human Services portion of this meeting at 5:57 pm. Vote taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio  
Administrative Specialist

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**PROCEEDINGS OF THE BROWN COUNTY**  
**CRIMINAL JUSTICE COORDINATING BOARD**

Pursuant to Section 19.84 Wisconsin Statutes, a regular meeting of the Brown County Criminal Justice Coordinating Board was held on May 10, 2018 at 8:00 am at the Brown County District Attorney's Office, 300 East Walnut Street, Green Bay, Wisconsin.

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**Present:** Chair Judge Walsh, Lt. John Mitchell, Supervisor Joan Brusky, Supervisor Pat Evans, Citizen Representative Bob Srenaski, Citizen Representative Tim Mc Nulty, Family Services Representative Angela Stueck, Health and Human Services Director Erik Pritzl, Citizen Representative Christopher Zahn, Treatment Court Supervisor Mark Vanden Hoogen, Probation and Parole Representative Jennifer Hornacek, Public Defender Representative Tera Teesch, Clerk of Courts John Vander Leest, County Executive Troy Streckenbach, District Attorney David Lasee.

**Excused:** District Court Administrator Tom Schappa, Judge Zuidmulder

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**1. Call Meeting to Order.**

The meeting was called to order by Judge Walsh at 8:00 am.

**2. Approve/modify agenda.**

Motion made by Joan Brusky, seconded by Mark Vanden Hoogen to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**3. Approve/modify minutes of March 8, 2018.**

Motion made by Joan Brusky, seconded by Bob Srenaski to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

**4. Jail population numbers (Lt. John Mitchell).**

Lt. Mitchell reported the jail is currently at 92% capacity with 32 adult inmates and 4 juveniles being shipped out. Currently the only place with open space is the reception area which is not approved for long term housing and it is likely that they will need to ship inmates again in the next few days. There are also some areas where inmates are sleeping on the floor due to lack of space because of the male/female ratio.

Supervisor Evans indicated he had heard at the state of the city address that crime has decreased in Green Bay and asked for an explanation given the numbers in the jail. Lt. Mitchell said people are staying in jail longer and just because a crime rate exists does not mean the crimes are resolved with an arrest. District Attorney David Lasee added that crime rates are done by the UCR and the UCR uses a reporting system that does not catch things like child pornography. Lt. Mitchell said caution must be used when you link jail population and crime rates together because it is much more complicated than just numbers.

**5. Communication protocol between committee members (Judge Walsh).**

Judge Walsh said going forward anyone who has something they would like e-mailed out to the committee should send it to the County Board Office who will then run the items through Judge Walsh before being sent out to the entire committee.

Evans asked who this Board reports to and it was indicated that it reports to the Public Safety Committee. County Executive Troy Streckenbach noted this Board is created by State Statutes. Evans said Judge Walsh is doing a great job with this group, but suggested an item be added to the next agenda for election of Chair and Vice Chair. Streckenbach said the Judge is Chair due to the fact the Board is created by State Statutes but noted that the current Chair can decide how the Board is to run.

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Citizen Representative Bob Srenaski asked if there is a document that clarifies the mission of this group and he was advised to refer to the State Statutes.

**6. Next steps on Criminal Justice Department recommendation. County committee presentations.**

Treatment Court Supervisor Mark Vanden Hoogen said he has spoken with Erik Hoyer, Chair of the Human Services Committee who indicated he will discuss a mutually convenient date for a joint meeting of the Human Services Committee and Public Safety Committee with Chair of the Public Safety Committee, Pat Buckley. The concept of the Criminal Justice Department will be presented at this joint meeting and Vanden Hoogen will keep this group advised, but it is anticipated that a joint meeting will be scheduled towards the end of the month.

Streckenbach asked if it is at the point where a model has been selected. Vanden Hoogen responded that the model will be the same as Outagamie County's model. Streckenbach said depending on when a joint meeting is held, this may be something that will not be put into action until the budget.

Evans said he appreciates the work put into coming up with a new model, but after doing some research and talking to some people, including Family Services, he has come to the conclusion that our current model is sufficient. In his opinion, communication between the entities is the biggest problem and he will go on record at this time saying he will not be in support of changing what we have right now.

Judge Walsh asked for thoughts on bringing Bernie Vetrone in from Outagamie County to talk about their model when this is presented to the Committees. Both Srenaski and Brusky felt it would be a good idea to have him present to answer any questions.

**7. Criminal Justice System Efficiency Improvement Work Group (Supervisor Brusky, Bob Srenaski).**

Brusky recalled that this Board approved the formation of the Criminal Justice System Efficiency Improvement Work Group in March. In February a communication was put in at the County Board regarding the formation of the work group, but due to circumstances beyond her control, there was not approval of this until the Public Safety Committee meeting held last week. It is Brusky's understanding that this is now approved and work can begin. In anticipation of this, Brusky and Srenaski had conference calls with two professors as well as an in-person meeting with one of them regarding using interns from UWGB's data science Master's program. These meetings were very productive and positive regarding cooperation between the data science program and Brown County.

Srenaski said in terms of progress, they have been told by the Public Safety Committee that by their approval of the minutes of the last meeting, they approved the project. That having been said, if their minutes are approved by the County Board, the project is approved by them. He said they did not want to get ahead of themselves by recruiting people for a project that may not come to fruition. It is also their belief that if the Public Safety Department is created, this work group would probably be best situated within the jurisdiction of that. However, because this is a data processing and data creation project to a large extent, they met with professors as mentioned by Brusky but when this item is passed, it is anticipated they will need additional resources and expertise and this was discussed with the professors they spoke with. The Master's program these professors are running includes a capstone part which is equivalent to a thesis in which the candidate takes on a case-specific project of something that has not been done before and the professors seem very enthusiastic about incorporating this into their curriculum and indicated they would be able to provide resources and expertise to assist with this. Srenaski and Brusky were also informed that the grant writer at the university will be made available to write grants if need be. He noted that no commitments have been made for any of this as they are waiting for final approval from the County Board.

**8. Digital County (County Executive Troy Streckenbach or Judge Walsh).**

Streckenbach said the intent behind the digital county initiative is to look at data and digital disruption. From a criminal justice standpoint there are different symposiums, including one on July 20 in Cedarburg, that will be looking at the jail operations in terms of how to use digital or AI block chain to better manage our system. He is not sure if this Board technically has expertise on this, but there are components such as the Jail Captain, the DA, Clerk of Courts and Human Services and others who have interaction with the jail system and criminal justice system who can potentially play the role of an expert at the table talking about how the current system is operating. There are also technical experts that can create solutions and efficiencies and better mining of data to better serve the system. The idea is to have digital

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disruption to solve some of the problems in County government. This is going on in other industries and change is happening at a rapid place. The initiative that we are behind is under a larger umbrella called advancing AI Wisconsin and the purpose is to bring awareness to disruptive technology and the positive aspect of it, not the negative side. Streckenbach wants Wisconsin to be part of the wave, not part of the wake and he thinks we have all the expertise to put County government in the same line as smart cities. When looking at County government as a whole, we look at highway, jail, human services and other mandated services and try to figure out where changes in technology can fit in. This is a conversation with technology experts to see what can potentially be changed. Streckenbach feels there is a lot of value in being part of this because we know the current system is not working. He said he will send information out for anyone who is interested to learn more.

*County Executive Troy Streckenbach was excused at 8:30 am.*

9. **Treatment Courts (Mark Vanden Hoogen, Judge Walsh, Judge Zuidmulder).**

Vanden Hoogen said there are currently 93 active participants in the treatment courts and 51 individuals in the diversion program. The OWI court has a case manager, team and judge and they are looking at starting the court in mid-July. Judge Walsh added that the Heroin Court is going well. He mentioned the graduations and said he can get notices to the members of this Board as to when there will be graduations so they can attend if they wish.

10. **New Treatment Court Grant Projects (Judge Walsh).**

Judge Walsh informed that the State has recently announced that they are offering some grants to set up more treatment courts, one of which would be a family treatment court focused on entry from the CHIPs system and the other would be a juvenile treatment court with entry from the delinquency process. These grants are rolling type where if best practices are being followed we could pretty much depend on the funds being there the next time around. Vanden Hoogen said he has had some preliminary discussions with Child Protection and Juvenile Justice to see if there is a need and both departments were very interested. The grants are for 5 years and are in the amount of \$200,000 - \$500,000 per year and there are 2 – 4 grants available. Priority for these grants will be given to organizations that have established and shown they are adhering to best practices so because Brown County has multiple treatment courts that follow best practices, Vanden Hoogen feels the County would have a good opportunity with regard to these. There is about 1 ½ - 2 months to get applications in and there would be a lot of work that goes into applying. The deadline to apply for the family court grant is June 23 and Vanden Hoogen believes the timeframe for the juvenile treatment court is similar.

Clerk of Courts John Vander Leest said he heard about this recently at a conference he attended and it sounded like some counties are operating these two concepts as one entity. He said it sounded like they are still trying to get things organized and get counties interested in the program. Sometimes when juveniles are involved there are parents who are already involved in the system and then the children are coming into the system at a very young age and this would be bringing groups together who work through some of those issues. There seemed to be positive response at the conference. Lt. Mitchell added that from his experience in running the juvenile detention center for a long time, a juvenile treatment court would be a good thing to explore and he feels this would definitely be something worth looking at.

Judge Walsh asked Health and Human Services Director Erik Pritzl for his input on this. Pritzl said both populations this would be aimed at seem to be increasing. Substance use issues have a significant impact on the numbers of removals of children as well as in-home safety services and trying to reunifying them. Those numbers have increased over the last five years and youth justice numbers are also up as are Shelter Care placements and secure detention placements. Pritzl feels adding these treatment courts would require additional staff but that would probably be supported by the grant.

Citizen Representative Tim McNulty asked if there would be judicial support for this. Judge Walsh responded that this has not been discussed yet at a judges' meeting, but he indicated that he would like to run one of these courts in addition to the heroin treatment court.

Probation and Parole Representative Tera Teesch said the concept of addressing generational substance abuse issues is exciting and said that nipping those issues in the bud could make resources available for use for other programs. Teesch asked where the most bang for the buck would be with these courts and Vanden Hoogen responded that the best bang for the buck would be with the family court model because it would help with the whole family while the juvenile treatment court would help juveniles only. Lasee agreed and said the most this group could do is symbolically support the process and he also feels this would be a good thing to bring to the United Way, particularly the family court as United Way could possibly assist in the grant writing. He said that putting this all on the plate of Mark Vanden Hoogen is a lot and not necessarily something that is in his realm and falls more under the Human Services area.

**Motion made by David Lasee, seconded by Tera Teesch that the Criminal Justice Coordinating Board offer support for this project if Human Services is able to write the grant and, if only one grant can be written, that it is the grant for the Family Court. Vote taken. MOTION CARRIED UNANIMOUSLY**

**11. Future Agenda Items, if any.**

Pritzl asked if there would be interest by this group in hearing about youth corrections and the changes that are occurring at the state level because this will affect Brown County. He said he can provide an overview on this and what is happening regionally and where the interest is in creating facilities. Judge Walsh said he will add this to the agenda for a future meeting.

Vander Leest said he learned of a program at the juvenile conference he attended that is similar to the DARE program formerly offered by the County. The program Walworth County is using includes education regarding prevention as well as consequences. Since juvenile crime continues to be a major problem he felt this is something that could also be addressed in Brown County if there are no other prevention programs happening here. Pritzl said that a staff member from Human Services and someone from Rise Together joins in the presentations that are made to students in middle school and high school.

Srenaski referenced the major issue at the jail of staffing and the cost of staffing and asked if in the future a quantification of the staffing issues at the jail could be given along with the jail population numbers that are presented. Lt. Mitchell said they are currently down 12 correctional officers. Srenaski asked if that is a record and Lt. Mitchell said it is not and they do have several people currently in training. As fast as they can get applications in they are scheduling interviews because the process takes a while.

Evans congratulated DA Lasee and the rest of his team on the excellent job they did on the George Burch trial. It was a huge case and Evans feels Lasee should be formally acknowledged by this group for the excellent job they did. Lasee thanked Evans for his words and said they could not have done it without the assistance of the Sheriff's Department.

Brusky said the WCA has five steering committees, one of which is judicial and public safety and she has sent in her nomination papers for that and is hoping to be appointed. In the event she is appointed and anyone has anything they would like her to bring forward, she would be happy to do it.

**12. Such other matters as authorized by law.**

The next meeting date was discussed and July 12, 2018 at 8:00 am was selected.

**13. Adjourn.**

**Motion made by Joan Brusky, seconded by David Lasee to adjourn at 8:56 am. Vote taken. MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Therese Giannunzio  
Administrative Specialist

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**PROCEEDINGS OF THE BROWN COUNTY  
LOCAL EMERGENCY PLANNING COMMITTEE – LEPC**

Pursuant to Section 19.84, Wis, Stats. A meeting of the **Brown County Local Emergency Planning Committee** was held on Tuesday, July 10<sup>th</sup>, 2017 @ 13:30 at Brown County EOC.

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**PRESENT:** Chris Lehner, Leon Engler, Adam Butry, Tom Collins, Steve Johnson,  
Russell Franks, Tony Thao, Jerad Preston, Lauri Maki

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- **CALL MEETING TO ORDER:**

The meeting was called to order by Tom Collins at 1331

- **APPROVAL OF AGENDA:**

Approved by Leon Engler, 2<sup>nd</sup> by Steve Johnson

- **APPROVAL OF MINUTES:**

Approved by Tom Collins, 2<sup>nd</sup> by Jerad Preston

- **COMMITTEE REPORTS:**

- A. **EXECUTIVE COMMITTEE**

- Tom Collins moved to nominate Chris Lehner for Vice-Chairperson of Executive Committee – Motion carried - Vote passed unanimously

- B. **PUBLIC INFORMATION AND EDUCATION (PIE) COMMITTEE**

- Nothing to report

- C. **PLANNING COMMITTEE**

- Nothing to report

- **OTHER REPORTS:**

- A. **ARES/RACES UPDATE**

- Discussed two weather-related activations on 06/17 @9:24pm and 07/04 @5:24pm

- B. **RECENT SPILLS**

- July 5, Sanimax, 2099 Badgerland, Howard, Cooking Oil, UNK
    - June 16, Jacob Serert, Long Tail Point, Gas, UNK
    - June 13, Miki Alroy, 216 Elm St Hobart, Mineral Oil, 35 GAL
    - June 12, UNK, 43 at Klondike, Diesel Fuel, 50-75 GAL
    - June 10, UNK, South side of Mason St Bridge, UNK, UNK
    - June 4, Alter Metals, 2175 Badgerland Dr, Howard, UNK, UNK
    - May 18, NWTC, 2740 W Mason, Green Bay, Waste Oil, 1-5 GAL
    - May 11, Green Bay Packaging, Green Bay, Hydraulic Fluid, 20

GAL

C. PUBLIC/PRIVATE PARTNERSHIP

- Jerad spoke about conference for PPP (e-mail will be forwarded)

D. EM REPORT

- Ongoing Public Outreach
- Budget for first half of year
- Library Movie Nights
- ADRC Partnership

- PUBLIC COMMENT

- No public comment.

- LEPC ROUND TABLE:

- Adam Butry (NEW Water)
  - New position with NEW Water
  - New solids processing building up and running
  - Biogas diesel generators
  - R2E2 launch party
- Steve Johnson (Health & Human Services)
  - Completed AAR for 17/18 mass clinics, approx. 1600 vaccinations
- Tony/Russ (Schreiber)
  - Introductions
  - Getting into LEPC
  - New Management

- SUCH OTHER MATTERS AS AUTHORIZED BY LAW

None

- ADJOURN

**A MOTION WAS MADE BY LEON ENGLER TO ADJOURN AT 1415. TOM COLLINS SECONDED. Vote taken, MOTION CARRIED UNANIMOUSLY.**

Respectfully submitted,

Lauri Maki  
BCEM

# PROCEEDINGS OF THE BROWN COUNTY PUBLIC SAFETY COMMUNICATIONS ADVISORY BOARD



Chief Eric Dunning – Ashwaubenon PubSaf  
Chief Alan Matzke – DePere Fire/Rescue  
Chief David Litton – Green Bay Metro PD  
Chief Rich Vanboxtel – Oneida PD  
Chief Greg Deike – Wrightstown PD

Sheriff John Gossage – BC Sheriff  
Chief Derek Beiderwieden – DePere PD  
Chief Randy Bani – Hobart/Lawrence PD  
Chief Mark Hendzel – Pulaski PD

Director Larry Ullmer – County Rescue  
Chief Andrew Smith – Green Bay PD  
Chief Kurt Minten – Lawrence PD  
Chief Tom Kujawa – UW-Green Bay PD

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A regular meeting was held on **January 24, 2018** at Brown County Public Safety Communications Building, 3028 Curry Lane, Green Bay, WI.

I. Call to Order

The meeting was called to order by Public Safety Communications Advisory Board Chair Chief Derek Beiderwieden at 10:03 am.

II. Roll Call

Present: Chief Derek Beiderwieden, Chair  
Chief Eric Dunning  
Sheriff John Gossage  
Chief David Litton  
Chief Kurt Minten  
Director Larry Ullmer  
Lt. Matt Cain  
Captain Paul Ebel  
Chief Rich VanBoxtel  
Chief Tom Kujawa

Also Present: Cullen Peltier, Brown County Public Safety  
Jodi Meyer, Brown County Public Safety  
Joe Massie, Brown County Public Safety

III. Approval/Modification of the Meeting Agenda

**A motion to approve the January 24, 2018 agenda was made by Chief VanBoxtel and seconded by Chief Litton. Unanimously approved.**

IV. Approval/Modification of the Minutes

**A motion to accept the amended October 25, 2017 minutes was made by Sheriff Gossage and seconded by Chief VanBoxtel. Unanimously approved.**

V. Communications Center Update

The center is currently one down in staff with one person left on the eligibility list. A continuous recruitment is still open and interviews will take place 1/26/17 and 1/29/17. The department is in the process of the TIME Audit as the agencies had audits within the past couple months. A reply was sent from their last request for information and just waiting to see what we provided is proficient. Cullen passed around copies of the Annual Report. Some items highlighted included in the end of the year accomplishments; LEAN initiatives, Back-Up Center procedure was created,



ongoing options for combining services with surrounding counties, staffing study, educate the community with Text to 911, ongoing sign up numbers for the CodeRED mass notification system, and obtained StormReady certification for Brown County from National Weather Service. Cullen also summarized the 2017 staffing level and turnover reduction which was a little higher at 18%. Another option is to wait until the current class and comp review which should be completed mid-year. The budget is going well in terms to the maintenance costs. The software costs are going down as a result of the new CAD system. The repairs and equipment costs have also gone down but will go up 2% incrementally in 2019 and 2020. The department is finally off the increasing bumps that were coming from the new radio system and have canceled the console equipment contract. A lot of those repairs were made in house so there were savings on time and materials which saves about \$10,000 per year. The other costs have stayed pretty flat in terms of training. The biggest increase is in the personnel costs which is 90%+ of the budget. Last year there was an increase in the overtime cost compared to 2016 because of a couple factors including; there was significant turnover compared to prior years which caused forced overtime and inverting and there was a \$30,000 to \$40,000 increase on a resolution that the County Board had passed for 2017 that allowed people to count their vacation hours towards hours worked. They did end up getting rid of that solution because it caused a negative unintended consequence which caused other departments a bunch of money across the board. This will help save on overtime costs this year. With the savings our department is hoping to increase training pay, staff will get a flat rate on cover weeks and incentivize staff to be on Certified Trained Officer Team. Cullen also went over the 2018 goals which included finish up the implementation of the new CAD system, implement TeleStaff Time Keeping System, continue to work with other counties, improve performance evaluations and continue work on CodeRED.

Cullen brought up the issue from last meeting with Outagamie County with having their radios on a system. Joe Massie has been communicating with them and there was a MABAS meeting. Also our communications group met with there is Buchanan. Staff thought it was figured out but when it went back to their communications center leadership it came back this week saying that they would need a DVRS solution versus putting the radios back on the system. From this center's perspective and their MABAS presidents' perspective that it is not a good solution because it is not meant for a day-to-day mutual operation like it was supposed to be. Communication continues to go back and forth but will get this resolution figured out. The center had provided Outagamie the number of radios that are on Brown County's system as requested.

All of the fire departments are updating their templates. There is a standard county wide template that the department pays for. If the other fire department agency does not use the standard template there is a couple that have mutual aid groups up in the Packerland fire district, which is a combination of a few departments up in the northwest corner, which pays for their own templates. The center has adjusted the screens and is ready to go and now waiting on the agencies to get their radios programmed. Joe also said to hold off on Frank's Radios until the letter of authorization from Door County comes through for their fire channels. Frank's Radios is going to build the template because it will be \$125 per template. There will be four different templates for a mobile, single band, dual bands and portable. Baycom was higher.

Chief Litton had a couple questions pertaining to starting pay for Telecoms. Chief Litton mentioned that he is a big fan of people being paid adequately and if there is an issue the board needs to talk to them individually. Cullen appreciates the support. Chief Mitten asked if there was some type of motion for more pay and if it would help. Cullen mentioned that he started a conversation with Administration yesterday and would like to see where it goes first. Cullen will

either keep the board updated in between meetings or will have an answer at the next meeting in April.

VI. Phone/CAD Upgrades Update

Cullen mentioned to take phone updates off of the next agenda as the project is completed and stabilized.

Cullen reviewed the timeline; the go-live is scheduled for May 15<sup>th</sup> but the challenge is that is the same time as the State's Dark Sky exercise and activating the EOC for that. The department was not aware of the conflict date at the time the go-live date was set but it is important to get the new CAD up and running. The power using training is scheduled February 19<sup>th</sup> through the 22<sup>nd</sup> which includes the six lead telecommunicators and the two trainers. Then the MDT training for train the trainers April 4<sup>th</sup> through the 5<sup>th</sup> which includes four 2-hour sessions on each of those days. Six for Law Enforcement and two for Fire. Then the CAD training for the departments' staff and train the trainers from Agencies are scheduled for April 23<sup>rd</sup> through May 4<sup>th</sup>. Because of the lag time between trainings and how many people have to be trained, there will be 4-hour refresher classes May 7<sup>th</sup> through May 11<sup>th</sup>.

Cullen also wants to mention what was brought up at the last MABAS meeting is there are currently some people experimenting with cellular enabled tablets. Because of this being a web based system, the idea would be to have the ability to have a tablet in your vehicle, take it out of a vehicle, use it on the call or whatever it is however the issue of being able to get back into the county network when you are doing that on the cellular enabled devices. Green Bay Fire recently purchased some cellular enabled iPads. Staff has done some researching and there is a net motion app that can be put onto the devices that would enable you to get back into the net motion system which is up in the air right now. The only reason Cullen mentions this is to possibly hold off because CAD is very basic in functionality which works very well on just a tablet environment that agencies may not need the whole MDT, cradle point set up and things like that. Agencies may not have to stick a lot of money into it. Lt. Cain asked when Cullen was talking about the April work group to get set up with a programmer, who is Beth? Cullen answered Beth Rodgers is Brown County's Technical Services manager for this project. She also works very closely with the Sheriff's department. Lt. Cain mentioned that their Programmer is already coming back with a lot of bumps and was talk about getting a representative from Securus on that. Cullen mentioned that is may be necessary for them to come up and work with the current people. Beth's contact information is as follows: 920-448-4026 and Rodgers\_BA@co.brown.wi.us. Cullen also reported that all of the fire interfaces are completed.

VII. Standardization Operating Procedures Update

Cullen stated there are no updates at this time.

Chief Van Bortel mentioned that after the Lambeau incident Cullen started talking about a tactical alert system for Law Enforcement. Currently Jeff Englbrecht is working with Todd Zeigle from the Sheriff's department to put together some type of frame work such as the Lambeau Active Shooter, somewhat like a MABAS card, where it would be a multi-jurisdictional response. Joe added that after the event a supervisor asked if there was a way to get a single notification out to everybody on the Law side. The way that the radio system is set up unfortunately one notification will not catch every Law Officer that is out there. There are announcement groups on the system; one for GBPD, one for Ashwaubenon/De Pere and one for Brown so if staff wanted to get the word out staff would have to do it three different times.

VIII. Dispatch Users Group (DUG) Update

No updates as this time.

IX. Roundtable

Chief Van Boxtel updated the group that they are putting level four ballistic bullet proof vests on every single line position in their fleet; fire, ambulances, all staff cars as well as extras for any certain event that their department is assigned. Their department has also started working very closely with police on start-up of a tactical ems systems within one of their directions. There will be a certain amount of medics within their teams and there will be protection going further here but this is just the start up.

Cpt. Ebel also added they are also working with the fire department on mass casualty incidents. They have worked with Chief Goplin and the hospitals on first hour response to have an order to the chaos of having multiple people injured who and how will they get there. In Las Vegas we saw people stealing pickup trucks to load people up and driving them to the hospitals. They are working on how to manage that first hour.

X. Other Matters

No other matters.

XI. Next Meeting

The next meeting will be held on April 25, 2018 at 10am.

XII. Adjourn

A motion to adjourn was made by Chief Van Boxtel and seconded by Chief Dunning. Unanimously approved. Meeting adjourned at 10:50 am.

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Chief Derek Biederwieden, Chair  
Public Safety Advisory Board

Cullen Peltier, Director  
Public Safety Communications

## 2019 Capital Project 5-Year Outlook Summary

Projects Proposed

As of 7/24/18

**Key for Funding Source:**

ST = Sales Tax G=Grants and Aides O = Operating Revenues M = Municipal Funds P = Property Tax GF = General Fund Fund Balance TIF = TIF District S = Stadium District Sales Tax Refund CD = Charitable Donatic

### 2019 EXECUTIVE CAPITAL IMPROVEMENTS PROGRAM (CIP) - TO BE FUNDED BY SALES TAX

DIVISION/ DEPARTMENT	FUNDING SOURCE	DEPT PRIORITY	PROJECT DESCRIPTION	2019	2020	2021	2022	2023	TOTAL
PUBLIC SAFETY Administration Medical Examiner Sheriff	ST		Public Safety Projects			637,353			637,353
	ST		Medical Examiner Office/Autopsy Facility	3,998,316	4,546,982				8,545,298
	ST		New Jail Pod	6,863,819	6,554,107				13,417,926
			Public Safety Sales Tax Request Total	10,862,135	11,101,089	637,353			22,600,577

2.14

**BUDGET STATUS REPORT**

**Brown County  
Medical Examiner  
Budget Status Report**

	Amended Annual Budget	YTD Actual	% Used/ Received
Personnel Costs	356,659	187,097	52.5%
Operating Expenses	917,409	104,070	11.3%
Property Taxes	547,691	273,846	50.0%
Intergovernmental Revenue	205,152	106,827	52.1%
Public Charges	521,225	271,150	52.0%

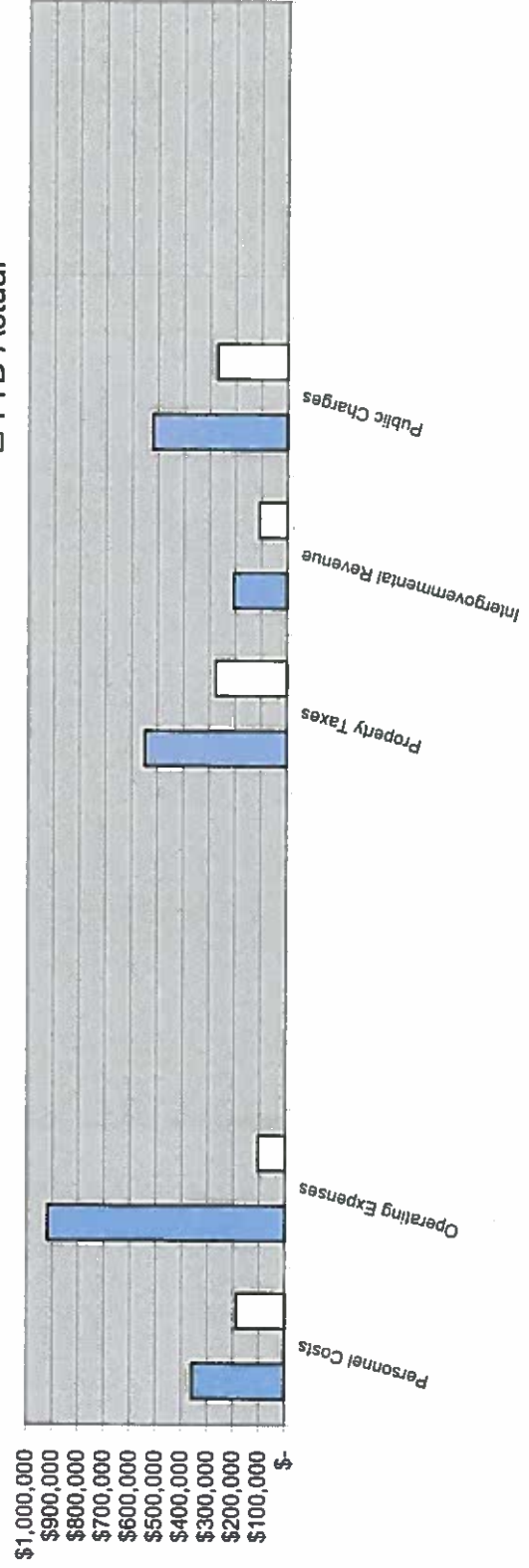
**HIGHLIGHTS:**

**Expenses:**

**Revenues:**

**Medical Examiner - June 2018 (Unaudited)**

■ Amended Annual Budget  
□ YTD Actual





# Budget by Account Classification Report - Medical Examiner's Office (Unaudited)

Through 06/30/18

Prior Fiscal Year Activity Included  
Budget - YTD % Used/

Account Classification		Fund 100 - General Fund																	
		Budget	Amendments	Budget	Transactions	Encumbrances	Transactions	Transactions	Rec'd	Prior Year Total									
REVENUE																			
Property Taxes		547,691.00	.00	547,691.00	45,640.92	.00	273,845.52	273,845.48	50	476,487.00									
Intergov Revenue		205,152.00	.00	205,152.00	17,804.50	.00	106,827.00	98,325.00	52	222,717.81									
Public Charges		521,225.00	.00	521,225.00	33,965.00	.00	271,150.10	250,074.90	52	531,395.00									
Miscellaneous Revenue		.00	.00	.00	.00	.00	.00	.00	+++	.00									
Other Financing Sources		.00	47,248.00	47,248.00	43,000.00	.00	47,248.00	.00	100	150,000.00									
REVENUE TOTALS		\$1,274,068.00	\$47,248.00	\$1,321,316.00	\$140,410.42	\$0.00	\$699,070.62	\$622,245.38	53%	\$1,380,599.81									
EXPENSE																			
Personnel Costs		356,659.00	4,248.00	360,907.00	45,168.24	.00	185,097.18	175,809.82	51	383,790.13									
Operating Expenses		917,409.00	.00	917,409.00	13,985.94	.00	104,069.91	813,339.09	11	928,864.92									
Outlay		.00	43,000.00	43,000.00	.00	39,067.14	.00	3,932.86	91	138,000.00									
EXPENSE TOTALS		\$1,274,068.00	\$47,248.00	\$1,321,316.00	\$59,154.18	\$39,067.14	\$289,167.09	\$993,081.77	25%	\$1,450,655.05									
Fund 100 - General Fund Totals																			
REVENUE TOTALS		1,274,068.00	47,248.00	1,321,316.00	140,410.42	.00	699,070.62	622,245.38	53%	1,380,599.81									
EXPENSE TOTALS		1,274,068.00	47,248.00	1,321,316.00	59,154.18	39,067.14	289,167.09	993,081.77	25%	1,450,655.05									
Fund 100 - General Fund Totals		\$0.00	\$0.00	\$0.00	\$81,256.24	(\$39,067.14)	\$409,903.53	(\$370,836.39)		(\$70,055.24)									
Grand Totals																			
REVENUE TOTALS		1,274,068.00	47,248.00	1,321,316.00	140,410.42	.00	699,070.62	622,245.38	53%	1,380,599.81									
EXPENSE TOTALS		1,274,068.00	47,248.00	1,321,316.00	59,154.18	39,067.14	289,167.09	993,081.77	25%	1,450,655.05									
Grand Totals		\$0.00	\$0.00	\$0.00	\$81,256.24	(\$39,067.14)	\$409,903.53	(\$370,836.39)		(\$70,055.24)									

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**2018 Brown County Medical Examiner Activity Spreadsheet**

	Investigations	Autopsy	External	Cremations	Suicides	Homicides	MVA	Other Acc	Natural	Undet	Pending
January	64	13	1	140	2	0	1	7	28	0	5
February	48	4	1	99	2	0	0	3	38	0	2
March	57	10	0	117	1	0	0	8	31	0	5
April	56	10	0	116	3	0	1	10	26	0	5
May	57	14	1	121	2	0	1	6	34	0	9
June	53	13	1	98	4	0	1	7	32	1	8
July	45	11	4	93	0	0	4	3	28	0	10
August											
September											
October											
November											
December											
Totals	380	75	8	784	14	0	8	44	217	1	44

Previous Years	Investigations	Autopsy	External	Cremations	Suicides	Homicides	MVA	Other Acc	Natural	Undet	Pending
End of July 2017	435	109	3	730	19	1	9	46	232	0	46
End of July 2016	377	104	8	751	30	4	7	27	282	0	0

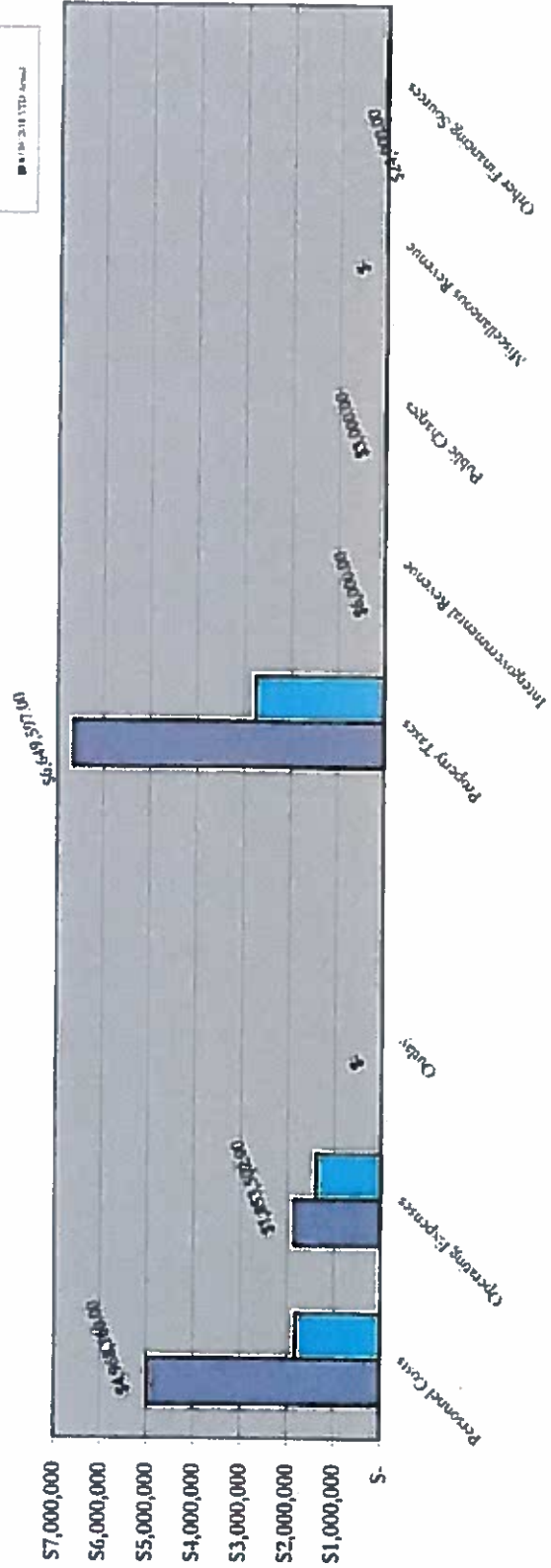
Previous Years	Investigations	Autopsy	External	Cremations	Suicides	Homicides	MVA	Other Acc	Natural	Undet	Pending
2017 Totals	776	162	6	1298	36	1	21	69	454	0	84
2016 Totals	640	164	14	1226	46	8	17	42	469	0	0

Brown County  
Public Safety Communications  
Budget Status Report

**\*\*UNAUDITED\*\***

	6/30/2018	
	Annual	YTD
	Budget	Actual
Personnel Costs	\$ 4,968,160.00	\$ 2,396,788.75
Operating Expenses	\$ 1,853,502.00	\$ 1,446,235.85
Outlay	\$ -	\$ -
Property Taxes	\$ 6,649,597.00	\$ 3,324,798.48
Intergovernmental Revenue	\$ 6,000.00	\$ 8,346.11
Public Charges	\$ 3,000.00	\$ 1,950.00
Miscellaneous Revenue	\$ -	\$ 500.00
Other Financing Sources	\$ 24,000.00	\$ 24,000.00

Public Safety Communications - June 30, 2018







**\*\*UNAUDITED\*\***

# Public Safety Communications

Through 06/30/18  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Fund 100 - General Fund																		
	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD										
REVENUE																			
Property Taxes	6,649,597.00	.00	6,649,597.00	554,133.08	.00	3,324,798.48	3,324,798.52	50	3,347,013.48										
Intergov Revenue	6,000.00	.00	6,000.00	1,210.12	.00	8,346.11	(2,346.11)	139	7,887.60										
Public Charges	3,000.00	.00	3,000.00	330.00	.00	1,950.00	1,050.00	65	1,690.75										
Miscellaneous Revenue	.00	.00	.00	.00	.00	500.00	(500.00)	+++	.00										
Other Financing Sources	.00	24,000.00	24,000.00	.00	.00	24,000.00	.00	100	2,700.00										
REVENUE TOTALS	\$6,658,597.00	\$24,000.00	\$6,682,597.00	\$555,673.20	\$0.00	\$3,359,594.59	\$3,323,002.41	50%	\$3,359,291.83										
EXPENSE																			
Personnel Costs	4,805,095.00	163,065.00	4,968,160.00	579,766.21	.00	2,396,788.75	2,571,371.25	48	2,161,014.41										
Operating Expenses	1,853,502.00	.00	1,853,502.00	61,998.01	12,858.54	1,446,235.85	394,407.61	79	1,408,065.43										
Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00										
EXPENSE TOTALS	\$6,658,597.00	\$163,065.00	\$6,821,662.00	\$641,764.22	\$12,858.54	\$3,843,024.60	\$2,965,778.86	57%	\$3,569,079.84										
Fund 100 - General Fund Totals	\$0.00	(\$139,065.00)	(\$139,065.00)	(\$86,091.02)	(\$12,858.54)	(\$483,430.01)	\$357,223.55		(\$209,788.01)										
Grand Totals																			
REVENUE TOTALS	6,658,597.00	24,000.00	6,682,597.00	555,673.20	.00	3,359,594.59	3,323,002.41	50%	3,359,291.83										
EXPENSE TOTALS	6,658,597.00	163,065.00	6,821,662.00	641,764.22	12,858.54	3,843,024.60	2,965,778.86	57%	3,569,079.84										
Grand Totals	\$0.00	(\$139,065.00)	(\$139,065.00)	(\$86,091.02)	(\$12,858.54)	(\$483,430.01)	\$357,223.55		(\$209,788.01)										

## BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- ☐ 1 Reallocation from one account to another in the same level of appropriation  
Dept Head
- ☐ 2 Reallocation due to a technical correction that could include:  
Director of Admin
- Reallocation to another account strictly for tracking or accounting purposes
  - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation  
County Exec
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)  
County Exec
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)  
Admin Committee
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.  
Oversight Comm  
2/3 County Board
- ☐ 6 Reallocation between two or more departments, regardless of amount  
Oversight Comm  
2/3 County Board
- ☒ 7 Any increase in expenses with an offsetting increase in revenue  
Oversight Comm  
2/3 County Board
- ☐ 8 Any allocation from a department's fund balance  
Oversight Comm  
2/3 County Board
- ☐ 9 Any allocation from the County's General Fund  
Oversight Comm  
Admin Committee  
2/3 County Board

Justification for Budget Change:

Emergency Management HazMat was awarded federal funding from WI Department of Military Affairs for Hazardous Materials Emergency Preparedness/Spill Containment and Recovery in an Ice Environment training.


Budget Impact: \$1,750.00

<u>Increase</u>	<u>Decrease</u>	<u>Account #</u>	<u>Account Title</u>	<u>Amount</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	101.013.011.045.4301	Federal Grant Revenue	\$1,750
<input checked="" type="checkbox"/>	<input type="checkbox"/>	101.013.011.045.5340	Travel and training	\$1,750
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

## AUTHORIZATIONS

  
Signature of Department Head

Department: PSC  
Date: 7-13-18

  
Signature of PCA or Executive  
Date: 7/18/18

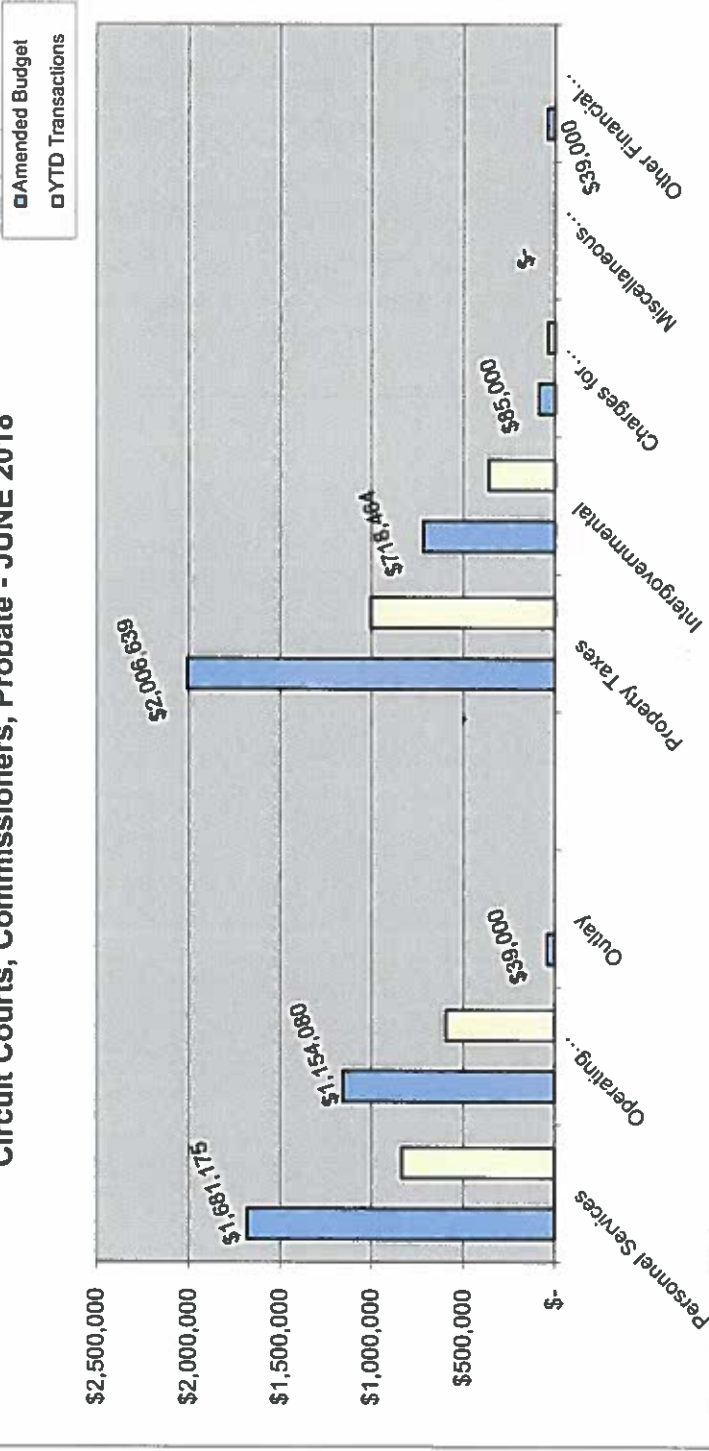
**Brown County**

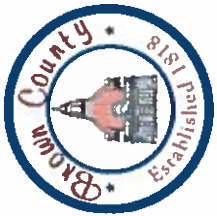
**Circuit Courts 1-8, Court Commissioners, Register in Probate**

**Budget Status Report - May 2018**

	Amended Budget	YTD Transactions
Personnel Services	\$ 1,681,175	\$ 832,810
Operating Expenses	\$ 1,154,080	\$ 592,591
Outlay	\$ 39,000	\$ -
Property Taxes	\$ 2,006,639	\$ 1,003,319
Intergovernmental	\$ 718,464	\$ 361,346
Charges for Sales & Services	\$ 85,000	\$ 35,514
Miscellaneous Revenue	\$ -	\$ -
Other Financial Sources	\$ 39,000	\$ -

**Circuit Courts, Commissioners, Probate - JUNE 2018**





# Courts/Comm/Probate June 2018 Financials

## Unaudited

Through 06/30/18

Prior Fiscal Year Activity Included

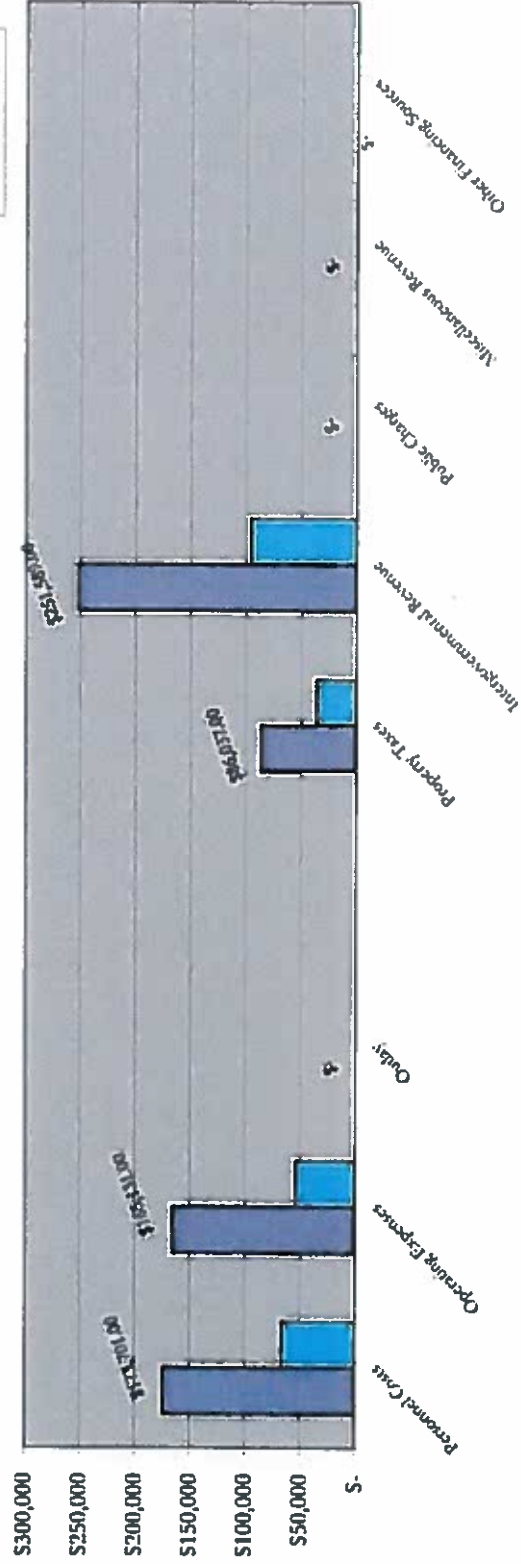
Account Classification									
Fund 100 - General Fund									
	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Budget - Transactions	% Used/Rec'd	Prior Year YTD
<b>REVENUE</b>									
Property taxes	2,006,639.00	.00	2,006,639.00	167,219.91	.00	1,003,319.46	1,003,319.54	50	1,040,254.50
Intergov Revenue	718,464.00	.00	718,464.00	.00	.00	361,346.00	357,118.00	50	360,227.00
Public Charges	85,000.00	.00	85,000.00	7,116.06	.00	35,514.01	49,485.99	42	53,563.60
Miscellaneous Revenue	.00	.00	.00	.00	.00	.00	.00	+++	.00
Other Financing Sources	.00	39,000.00	39,000.00	.00	.00	.00	39,000.00	0	105,021.77
<b>REVENUE TOTALS</b>	<b>\$2,810,103.00</b>	<b>\$39,000.00</b>	<b>\$2,849,103.00</b>	<b>\$174,335.97</b>	<b>\$0.00</b>	<b>\$1,400,179.47</b>	<b>\$1,448,923.53</b>	<b>49%</b>	<b>\$1,559,066.87</b>
<b>EXPENSE</b>									
Personnel Costs	1,656,023.00	25,152.00	1,681,175.00	195,482.94	.00	832,810.11	848,364.89	50	732,577.11
Operating Expenses	1,154,080.00	.00	1,154,080.00	87,970.78	575.00	592,591.23	560,913.77	51	653,615.01
Outlay	.00	39,000.00	39,000.00	.00	.00	.00	39,000.00	0	88,636.02
<b>EXPENSE TOTALS</b>	<b>\$2,810,103.00</b>	<b>\$64,152.00</b>	<b>\$2,874,255.00</b>	<b>\$283,453.72</b>	<b>\$575.00</b>	<b>\$1,425,401.34</b>	<b>\$1,448,278.66</b>	<b>50%</b>	<b>\$1,474,828.14</b>
<b>Fund 100 - General Fund Totals</b>									
<b>REVENUE TOTALS</b>	<b>2,810,103.00</b>	<b>39,000.00</b>	<b>2,849,103.00</b>	<b>174,335.97</b>	<b>.00</b>	<b>1,400,179.47</b>	<b>1,448,923.53</b>	<b>49%</b>	<b>1,559,066.87</b>
<b>EXPENSE TOTALS</b>	<b>2,810,103.00</b>	<b>64,152.00</b>	<b>2,874,255.00</b>	<b>283,453.72</b>	<b>575.00</b>	<b>1,425,401.34</b>	<b>1,448,278.66</b>	<b>50%</b>	<b>1,474,828.14</b>
<b>Fund 100 - General Fund Totals</b>	<b>\$0.00</b>	<b>(\$25,152.00)</b>	<b>(\$25,152.00)</b>	<b>(\$109,117.75)</b>	<b>(\$575.00)</b>	<b>(\$25,221.87)</b>	<b>\$644.87</b>		<b>\$84,238.73</b>
<b>Grand Totals</b>									
<b>REVENUE TOTALS</b>	<b>2,810,103.00</b>	<b>39,000.00</b>	<b>2,849,103.00</b>	<b>174,335.97</b>	<b>.00</b>	<b>1,400,179.47</b>	<b>1,448,923.53</b>	<b>49%</b>	<b>1,559,066.87</b>
<b>EXPENSE TOTALS</b>	<b>2,810,103.00</b>	<b>64,152.00</b>	<b>2,874,255.00</b>	<b>283,453.72</b>	<b>575.00</b>	<b>1,425,401.34</b>	<b>1,448,278.66</b>	<b>50%</b>	<b>1,474,828.14</b>
<b>Grand Totals</b>	<b>\$0.00</b>	<b>(\$25,152.00)</b>	<b>(\$25,152.00)</b>	<b>(\$109,117.75)</b>	<b>(\$575.00)</b>	<b>(\$25,221.87)</b>	<b>\$644.87</b>		<b>\$84,238.73</b>

Brown County  
Emergency Management  
Budget Status Report

**\*\*UNAUDITED\*\***

	6/30/2018	
	Annual Budget	YTD Actual
Personnel Costs	\$ 173,701.00	\$ 86,318.54
Operating Expenses	\$ 165,131.00	\$ 58,965.59
Outlay	\$ -	\$ -
Property Taxes	\$ 86,037.00	\$ 43,018.50
Intergovernmental Revenue	\$ 251,589.00	\$ 111,872.76
Public Charges	\$ -	\$ -
Miscellaneous Revenue	\$ -	\$ -
Other Financing Sources	\$ -	\$ -

Emergency Management - June 30, 2018





# Emergency Management

Through 06/30/18  
Prior Fiscal Year Activity Included  
Summary Listing

**\*\*\*UNAUDITED\*\*\***

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
<b>Fund 100 - General Fund</b>									
<b>REVENUE</b>									
Property Taxes	86,037.00	.00	86,037.00	7,169.75	.00	43,018.50	43,018.50	50	41,601.48
Intergov Revenue	250,383.00	1,956.00	252,339.00	16,239.70	.00	111,872.76	140,466.24	44	105,220.78
Public Charges	.00	.00	.00	.00	.00	.00	.00	+++	.00
Miscellaneous Revenue	.00	.00	.00	.00	.00	.00	.00	+++	20.00
Other Financing Sources	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>REVENUE TOTALS</b>	<b>\$336,420.00</b>	<b>\$1,956.00</b>	<b>\$338,376.00</b>	<b>\$23,409.45</b>	<b>\$0.00</b>	<b>\$154,891.26</b>	<b>\$183,484.74</b>	<b>46%</b>	<b>\$146,842.26</b>
<b>EXPENSE</b>									
Personnel Costs	171,289.00	2,412.00	173,701.00	19,999.07	.00	86,318.54	87,382.46	50	77,173.38
Operating Expenses	165,131.00	750.00	165,881.00	4,869.62	1,190.00	58,965.59	105,725.41	36	55,657.18
Outlay	.00	.00	.00	.00	.00	.00	.00	+++	.00
<b>EXPENSE TOTALS</b>	<b>\$336,420.00</b>	<b>\$3,162.00</b>	<b>\$339,582.00</b>	<b>\$24,868.69</b>	<b>\$1,190.00</b>	<b>\$145,284.13</b>	<b>\$193,107.87</b>	<b>43%</b>	<b>\$132,830.56</b>
<b>Fund 100 - General Fund Totals</b>									
<b>REVENUE TOTALS</b>	<b>336,420.00</b>	<b>1,956.00</b>	<b>338,376.00</b>	<b>23,409.45</b>	<b>.00</b>	<b>154,891.26</b>	<b>183,484.74</b>	<b>46%</b>	<b>146,842.26</b>
<b>EXPENSE TOTALS</b>	<b>336,420.00</b>	<b>3,162.00</b>	<b>339,582.00</b>	<b>24,868.69</b>	<b>1,190.00</b>	<b>145,284.13</b>	<b>193,107.87</b>	<b>43%</b>	<b>132,830.56</b>
<b>Grand Totals</b>	<b>\$0.00</b>	<b>(\$1,206.00)</b>	<b>(\$1,206.00)</b>	<b>(\$1,459.24)</b>	<b>(\$1,190.00)</b>	<b>\$9,607.13</b>	<b>(\$9,623.13)</b>		<b>\$14,011.70</b>
<b>Fund 100 - General Fund Totals</b>									
<b>REVENUE TOTALS</b>	<b>336,420.00</b>	<b>1,956.00</b>	<b>338,376.00</b>	<b>23,409.45</b>	<b>.00</b>	<b>154,891.26</b>	<b>183,484.74</b>	<b>46%</b>	<b>146,842.26</b>
<b>EXPENSE TOTALS</b>	<b>336,420.00</b>	<b>3,162.00</b>	<b>339,582.00</b>	<b>24,868.69</b>	<b>1,190.00</b>	<b>145,284.13</b>	<b>193,107.87</b>	<b>43%</b>	<b>132,830.56</b>
<b>Grand Totals</b>	<b>\$0.00</b>	<b>(\$1,206.00)</b>	<b>(\$1,206.00)</b>	<b>(\$1,459.24)</b>	<b>(\$1,190.00)</b>	<b>\$9,607.13</b>	<b>(\$9,623.13)</b>		<b>\$14,011.70</b>

10

**BUDGET STATUS REPORT - UNAUDITED**

Brown County  
Sheriff's Office  
Budget Status Report

	Amended Annual Budget	YTD Actual	% Used/ Received
Personnel Costs	29,748,056	11,441,408	38%
Operating Expenses	10,229,807	4,644,513	45%
Outlay	413,986	172,402	42%
Property Taxes	30,142,288	12,559,287	42%
Intergovernmental Revenue	7,066,054	2,611,679	37%
Public Charges	1,978,531	845,453	43%
Miscellaneous Revenue	513,961	110,647	22%
Other Financing Sources	691,015	621,015	90%

Incl. Sheriff's Office and DARE fund combined

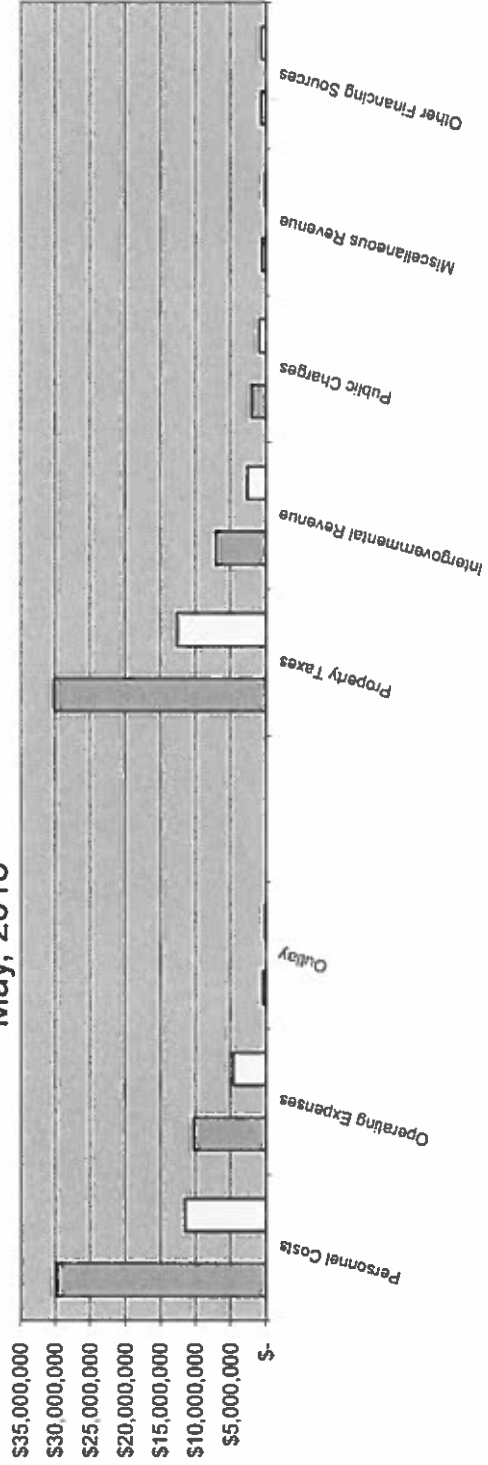
**HIGHLIGHTS:**

**Expenses:** Overall expenses were at 40.3% of budget, which is roughly what would be expected through May, given that personnel expenses run a bit under during the year because wages/fringes are not accrued during the year.

**Revenues:** Overall revenues were at 41.5% of budget which is about where they would be expected through May. Most inmate fees and revenues for boarding federal inmates are running well ahead of budget at this point in the year while Jail phone commissions are running a bit under budget.

**Sheriff's Office -  
May, 2018**

□ Amended Annual Budget □ YTD Actual





# Sheriff - Budget by Account Classification Report

Unaudited - Through 05/31/18  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used / Rec'd	Prior Year Total
Fund 100 - General Fund								
REVENUE								
Property Taxes	30,142,288.00	.00	30,142,288.00	2,511,857.34	.00	12,559,286.70	17,583,001.30	42 29,063,107.00
Intergov Revenue	6,674,738.00	351,316.00	7,066,054.00	537,076.56	.00	2,611,678.69	4,454,375.31	37 6,832,498.26
Public Charges	1,976,731.00	.00	1,976,731.00	192,427.97	.00	843,908.89	1,132,822.11	43 2,050,994.80
Miscellaneous Revenue	313,065.00	.00	313,065.00	14,406.45	.00	110,497.07	202,567.93	35 323,383.27
Other Financing Sources	70,000.00	621,015.00	691,015.00	.00	.00	621,014.86	70,000.14	90 597,636.30
REVENUE TOTALS	\$39,176,822.00	\$1,012,331.00	\$40,189,153.00	\$3,255,768.32	\$0.00	\$16,746,386.21	\$23,442,766.79	42% \$38,867,619.63
EXPENSE								
Personnel Costs	28,760,833.00	793,987.00	29,554,820.00	2,261,918.67	.00	11,388,638.91	18,166,181.09	39 29,993,049.79
Operating Expenses	10,102,753.00	117,594.00	10,220,347.00	812,661.08	41,769.09	4,642,731.15	5,535,846.76	46 9,241,358.08
Outlay	313,236.00	100,750.00	413,986.00	.00	171,419.50	172,402.11	70,164.39	83 395,594.50
EXPENSE TOTALS	\$39,176,822.00	\$1,012,331.00	\$40,189,153.00	\$3,074,599.75	\$213,188.59	\$16,203,772.17	\$23,772,192.24	41% \$39,630,002.37
Fund 100 - General Fund Totals								
REVENUE TOTALS	39,176,822.00	1,012,331.00	40,189,153.00	3,255,768.32	.00	16,746,386.21	23,442,766.79	42% 38,867,619.63
EXPENSE TOTALS	39,176,822.00	1,012,331.00	40,189,153.00	3,074,599.75	213,188.59	16,203,772.17	23,772,192.24	41% 39,630,002.37
Fund 100 - General Fund Totals	\$0.00	\$0.00	\$0.00	\$181,168.57	(\$213,188.59)	\$542,614.04	(\$329,425.45)	(\$762,382.74)
Fund 150 - DARE								
REVENUE								
Property Taxes	.00	.00	.00	.00	.00	.00	.00	+++ .00
Intergov Revenue	.00	.00	.00	.00	.00	.00	.00	+++ .00
Public Charges	1,800.00	.00	1,800.00	649.98	.00	1,544.46	255.54	86 2,227.50
Miscellaneous Revenue	197,661.00	3,235.00	200,896.00	150.00	.00	150.00	200,746.00	0 98,936.75
Other Financing Sources	.00	.00	.00	.00	.00	.00	.00	+++ .00
REVENUE TOTALS	\$199,461.00	\$3,235.00	\$202,696.00	\$799.98	\$0.00	\$1,694.46	\$201,001.54	1% \$101,164.25
Personnel Costs	190,001.00	3,235.00	193,236.00	10,671.79	.00	52,768.94	140,467.06	27 97,585.09
Operating Expenses	9,460.00	.00	9,460.00	181.98	.00	1,782.17	7,677.83	19 3,445.40
EXPENSE TOTALS	\$199,461.00	\$3,235.00	\$202,696.00	\$10,853.77	\$0.00	\$54,551.11	\$148,144.89	27% \$101,030.49
Fund 150 - DARE Totals								
REVENUE TOTALS	199,461.00	3,235.00	202,696.00	799.98	.00	1,694.46	201,001.54	1% 101,164.25
EXPENSE TOTALS	199,461.00	3,235.00	202,696.00	10,853.77	.00	54,551.11	148,144.89	27% 101,030.49
Fund 150 - DARE Totals	\$0.00	\$0.00	\$0.00	(\$10,053.79)	\$0.00	(\$52,856.65)	\$52,856.65	\$133.76
Grand Totals								
REVENUE TOTALS	39,376,283.00	1,015,566.00	40,391,849.00	3,256,568.30	.00	16,748,080.67	23,643,768.33	41% 38,968,783.88
EXPENSE TOTALS	39,376,283.00	1,015,566.00	40,391,849.00	3,085,453.52	213,188.59	16,258,323.28	23,920,337.13	41% 39,731,032.86
Grand Totals	\$0.00	\$0.00	\$0.00	\$171,114.78	(\$213,188.59)	\$489,757.39	(\$276,568.80)	(\$762,248.96)



**BUDGET STATUS REPORT - UNAUDITED**

Brown County  
Sheriff's Office  
Budget Status Report

	Amended Annual Budget	YTD Actual	% Used/ Received
Personnel Costs	29,748,056	15,001,388	50%
Operating Expenses	10,229,807	5,535,389	54%
Outlay	413,986	260,444	63%
Property Taxes	30,142,288	15,071,144	50%
Intergovernmental Revenue	7,066,054	3,485,028	49%
Public Charges	1,978,531	972,199	49%
Miscellaneous Revenue	513,961	154,371	30%
Other Financing Sources	691,015	621,015	90%

Incl. Sheriff's Office and DARE fund combined

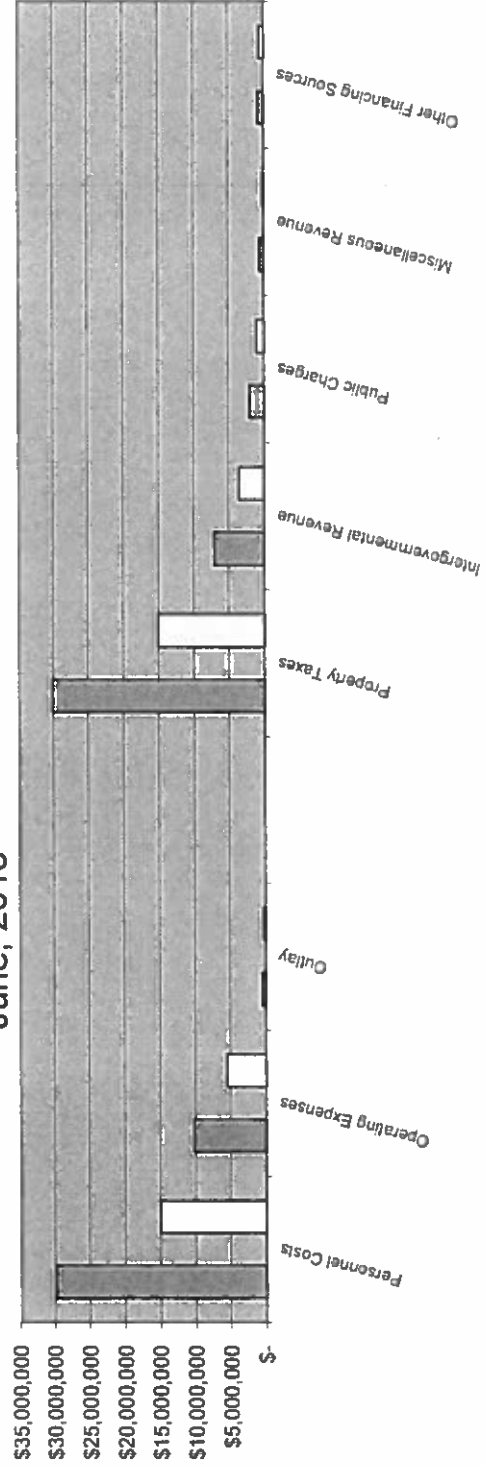
**HIGHLIGHTS:**

**Expenses:** Overall expenses were at 51.57% of budget through June. Some expenses occur earlier in the year, such as outlay and some contracted expenses are paid one month in advance. Wages/fringes alone were at 50.52% through June. Expenses exceeded revenues by \$422,238 or 1.05% of budget

**Revenues:** Overall revenues were at 50.52% of budget through June. Many revenue sources are higher in the second half of the year. Several jail revenues are running ahead of budget. Federal inmate revenues were already at 75% of budget through June.

**Sheriff's Office -  
June, 2018**

Amended Annual Budget    YTD Actual





# Sheriff - Budget by Account Classification Report

UNAUDITED - Through 06/30/18  
Prior Fiscal Year Activity Included  
Summary Listing

Account Classification	Adopted Budget	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD	% Hurd/Rec'd	Prior Year Total
Fund 100 - General Fund								
REVENUE								
Property Taxes	30,142,288.00	30,142,288.00	2,511,857.34	.00	15,071,144.04	15,071,143.96	50	29,063,107.00
Intergov Revenue	6,674,738.00	7,066,054.00	873,349.61	.00	3,485,028.30	3,581,025.70	49	6,832,498.26
Public Charges	1,976,731.00	1,976,731.00	126,352.92	.00	970,261.81	1,006,469.19	49	2,050,994.80
Miscellaneous Revenue	313,065.00	313,065.00	43,724.35	.00	154,221.42	158,843.58	49	323,383.27
Other Financing Sources	70,000.00	621,015.00	.00	.00	621,014.86	70,000.14	90	597,636.30
REVENUE TOTALS	\$39,176,822.00	\$40,189,153.00	\$3,555,284.22	\$0.00	\$20,301,670.43	\$19,887,482.57	51%	\$38,867,619.63
EXPENSE								
Personnel Costs	28,760,833.00	29,554,820.00	3,541,218.47	.00	14,929,857.38	14,624,962.62	51	29,991,049.79
Operating Expenses	10,102,753.00	117,594.00	890,875.68	16,732.35	5,533,606.83	4,670,007.82	54	9,241,358.08
Outlay	313,236.00	100,750.00	88,042.00	.00	260,444.11	153,541.89	63	395,594.50
EXPENSE TOTALS	\$39,176,822.00	\$40,189,153.00	\$4,520,136.15	\$16,732.35	\$20,723,908.32	\$19,448,512.33	52%	\$39,630,002.37
Fund 100 - General Fund Totals								
REVENUE TOTALS	\$39,176,822.00	\$40,189,153.00	\$3,555,284.22	.00	20,301,670.43	19,887,482.57	51%	38,867,619.63
EXPENSE TOTALS	\$39,176,822.00	\$40,189,153.00	\$4,520,136.15	\$16,732.35	\$20,723,908.32	\$19,448,512.33	52%	39,630,002.37
Fund 100 - General Fund Totals	\$0.00	\$0.00	(\$984,851.93)	(\$16,732.35)	(\$422,237.89)	\$436,970.24		(\$762,382.74)
Fund 150 - DARE								
REVENUE								
Property Taxes	.00	.00	.00	.00	.00	.00	+++	.00
Intergov Revenue	.00	.00	.00	.00	.00	.00	+++	.00
Public Charges	1,800.00	1,800.00	392.76	.00	1,937.22	(137.22)	108	2,227.50
Miscellaneous Revenue	197,661.00	200,896.00	.00	.00	150.00	200,746.00	0	98,936.75
Other Financing Sources	.00	.00	.00	.00	.00	.00	+++	.00
REVENUE TOTALS	\$199,461.00	\$202,696.00	\$392.76	\$0.00	\$2,087.22	\$200,608.78	1%	\$101,164.25
EXPENSE								
Personnel Costs	190,001.00	191,236.00	18,762.09	.00	71,531.03	121,704.97	37	97,585.09
Operating Expenses	9,460.00	9,460.00	.00	.00	1,782.17	7,677.83	19	3,445.40
EXPENSE TOTALS	\$199,461.00	\$202,696.00	\$18,762.09	\$0.00	\$73,313.20	\$129,382.80	36%	\$101,030.49
Fund 150 - DARE Totals								
REVENUE TOTALS	\$199,461.00	\$202,696.00	\$392.76	.00	2,087.22	200,608.78	1%	101,164.25
EXPENSE TOTALS	\$199,461.00	\$202,696.00	\$18,762.09	.00	73,313.20	129,382.80	36%	101,030.49
Fund 150 - DARE Totals	\$0.00	\$0.00	(\$18,369.33)	\$0.00	(\$71,225.98)	\$71,225.98		\$133.76
Grand Totals								
REVENUE TOTALS	\$39,376,283.00	\$40,391,849.00	\$3,555,676.98	.00	20,303,757.65	20,088,091.35	50%	38,968,783.88
EXPENSE TOTALS	\$39,376,283.00	\$40,391,849.00	\$4,530,898.24	\$16,732.35	\$20,797,221.52	\$19,577,895.13	52%	39,731,032.86
Grand Totals	\$0.00	\$0.00	(\$983,221.26)	(\$16,732.35)	(\$493,463.87)	\$510,196.22		(\$762,248.98)

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Note: This is a **RFP** 'Draft ONLY Version' of the  
Project for Review and Approval.  
Project may or may not be published.

**Request for Proposal (RFP)**

**For**

**Brown County**

**Inmate Medical Services**

**Project # 2247**



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***Publish Date:* August 20, 2018**

***Response Deadline:* September 7, 2018                      3:00 PM                      CDT**

**To:**

**Brown County Purchasing Department**

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## RFP PROJECT DETAILS

### 1. General

Brown County is requesting proposals for the provision of inmate health care services for the Brown County Sheriff's Office Jail. The health care services include health care personnel, direct medical and mental health services for inmates, and off-site medical care and other services that may be needed. The current average daily population for the jail is 806 inmates. This includes approximately 109 Huber inmates, 80 inmates on Electronic Monitoring and approximately 26 inmates boarded for the US Marshals and the Department of Corrections. The contract will be for an initial period of two (2) years, with an option for three (3) additional one (1) year annual extensions. Potential contract total will not exceed five (5) years.

It is the intent of this Request for Proposal to describe the minimum requirements for inmate medical services. All parts, items, or features not specifically mentioned, which are necessary or which are regularly furnished to provide a complete system, shall be furnished by the successful bidder at the bid price and shall conform in strength and quality of material and workmanship to that usually provided by the practice indicated in this specification.

Proposal conditions including either the word "must" or "shall" describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no supplier is able to comply with a given specification or condition, Brown County Purchasing reserves the right to delete that specification or condition of the proposal.

All vendors are responsible for any addendums issued for this project.

### 2. Addendums

Onvia DemandStar Website: When an open project is posted, addendum notification will automatically be sent if potential vendors are registered and have downloaded the project details.

**REGISTER at NO CHARGE at [www.onvia.com/WAPP](http://www.onvia.com/WAPP) or call (800) 711-1712**

Brown County Website: When an open project is posted, Brown County is not able to track who downloads project information off our website. Vendors who download project information must monitor our website for any addendums that may be issued.

All projects are posted on the County website. Not all projects are posted on the Onvia DemandStar website.

### 3. Contract Term

Initial term of contract will be for a base term of three (3) years beginning January 1, 2019 with the option of two additional one (1) year renewals. Renewals are subject to an annual review and recommendation of the Sheriff Department, the annual availability of an appropriation and mutual agreement between the County and the Contractor. The County may void Service Contract with Contractor for any reason with a 30 day notice.

### 4. RFP Tentative Project Timeline

Please Note: These dates are for planning purposes. They represent the County's desired timeline for implementing this project. Any revision to the Due Date for submission of project will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate

	Date	Time (CDT)
Standing Committee: Recommended for Approval by Public Safety Committee	August 1, 2018	
County Board Approval to Publish RFP	August 15, 2018	
RFP Published	August 20, 2018	
RFP Mandatory Site Visit	August 30, 2018	10:00 AM
RFP Questions Due	September 4, 2018	3:00 PM
RFP Questions & Answers Published	September 7, 2018	3:00 PM
RFP Responses Due from Vendors	September 14, 2018	3:00 PM

Preliminary RFP Review to address potential budget issues	September 18 2018	3:00 PM
Selection Team Kickoff Meeting	September 19, 2018	
Preliminary Scoring Meeting from proposal review	October 4, 2018	
Interviews if Required by	October 26, 2018	
Reference checks if required by	November 2, 2018	
Consensus Scoring Meeting	November 5, 2018	
Send out Thank You & Intent to Award Letters by	November 9, 2018	
Contract Negotiations / Complete Contract Signing by	November 19, 2018	
Contract Start Date	January 1, 2019	

#### 5. **RFP Mandatory Site Visit: August 30, 2018 at 10:00 AM**

Site visits are based on the date & time listed in the Tentative Project Time Line above	
Potential Vendors meet:	Jail main entrance, 3030 Curry Lane, Green Bay, WI 54311
Site Visit conducted by:	Heidi Michel
Site Visit contact phone number for questions:	(920) 391-6806

#### 6. **RFP Questions Due: September 4, 2018 at 3:00 PM**

**Questions**-All questions related to this project must be in writing and received by the Brown County Purchasing Department, no later than the due date.

- Questions can be delivered via e-mail to: [bc\\_administration\\_purchasing@co.brown.wi.us](mailto:bc_administration_purchasing@co.brown.wi.us)
- Questions MUST be clearly marked in the subject line: "Questions for Project # 2247"

#### 7. **RFP Questions & Answers Publish Date: September 7, 2018 at 3:00 PM**

**Answers** - If any questions are received; answers to all written questions will be issued in the form of an addendum.

- Answers will be published on the Brown County website at: [www.co.brown.wi.us](http://www.co.brown.wi.us) > Departments > Purchasing > Open Projects
- AND on the Demand Star Onvia website at: [http://onviacenter.com/content/demandstar\\_subscriptions](http://onviacenter.com/content/demandstar_subscriptions)

It is the responsibility of all interested vendors to access the web site(s) for project information. Calls for assistance with the web site can be made to (920) 448-4040.

#### 8. **RFP Due Date & Delivery Address Details: September 14, 2018 at 3:00 PM**

Responses are due to Brown County Purchasing no later than the Due Date.

Prospective vendors can submit proposals via email, hand deliver or by mail via DHL, FedEx, UPS, USPS, etc as outlined below:

**Emailed proposal must include the following items:**

- Be clearly marked in the subject line with perspective project #2247.
- Include 2 separate electronic files:
  - One file named proposal to include proposal excluding any pricing details.
  - The other file named 'pricing' to include the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:
  - [Bc\\_Administration\\_Purchasing@co.brown.wi.us](mailto:Bc_Administration_Purchasing@co.brown.wi.us)
  - A courtesy email response will be generated after due date for receipt of all proposals.
- Emailed proposals also require that seven (7) paper copies be sent separately, excluding the pricing details.
 

**Note:** For emailed proposals, the paper copies must arrive within 2 days after the proposal due date. These are provided to the scoring team. We have no preference as to how the proposals are bound. Proposals can be submitted in a box or envelope, whichever works best. It is neither necessary nor desired to put the required paper copies in their own separate envelopes.
- Delivery address is provided below:

**Hand delivered or mailed proposal must include the following items:**

- Be clearly marked with project #2247 on the outside of the sealed envelope or box in the lower left hand corner.
- Be in 2 separate Sealed envelopes or boxes as follows:
  - One envelope or box to include seven (7) paper copies of the proposal excluding pricing details. We have no preference as to how the proposals are bound. Proposals can be submitted in a box or envelope, whichever works best. It is neither necessary nor desired to put the required paper copies in their own separate envelopes.
  - The other envelope labeled 'pricing' shall include the completed *Attachment C: RFP Cost Sheet*. Envelope can be included in either the box or envelope used to send the proposals (does not need to be sent separately). Only one (1) copy of the cost sheet is required.
- Along with the proposal include one flash drive (no CD's) containing the 2 files as follows:
  - One file named proposal to include proposal excluding pricing details.
  - The other file named 'pricing' and includes the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:

<p>Delivery Address for DHL, FedEx, Hand Delivery, UPS, etc.</p> <p><b>Brown County Clerk Project 2247 305 E. Walnut St. Room 120 Green Bay, WI 54301</b></p>
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<p>Delivery Address for Mail, USPS</p> <p><b>Brown County Purchasing Department Project 2247 305 E. Walnut St. 5<sup>th</sup> Floor Green Bay, WI 54301</b></p>
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*Note: It shall be the responsibility of the sender to ensure proposals arrive by the required due date and time. Any information received after the due date and time will be rejected. When hand delivering project; prospective vendors are encouraged to verify the time on the atomic clock as this is the official time used for the receiving of all information. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. Please make sure the outside package is clearly labeled with the project number and description of the project when mailing proposals via a 3<sup>rd</sup> party delivery service. This ensures the proposal can be applied to the appropriate project.*

## 9. RFP Format & Submission Requirement

Any deviation from these requirements may result in the document submission to be considered non-responsive, thus eliminating the vendor from consideration. The document submission shall include the following attachments:

- **RFP SCOPE OF WORK & SPECIFICATIONS (Attachment A)** - Provide specific procedures and explanations to each requirement in your document submission.
- **RFP COST SHEET (Attachment C)** - Provide attachment listing your price with your document submission in a separate sealed envelope or separate file if submitted via email.
- **RFP REFERENCE DATA SHEET (Attachment D)** – Provide attachment with three (3) to five (5) references with your document submission.
- **RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION (Attachment E)** – Provide attachment if any of part of your proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. Prices always become public information when quotes/bids/proposals are opened, and therefore cannot be kept confidential.



- **RFP ADDENDUM(S) ACKNOWLEDGEMENT (Attachment F)** - If Addendum(s) exist for this project, please sign and date the attachment and provide with your document submission.

## 10. Performance or Applicable Payment Bonds

Bonds are not required for this project.

## 11. RFP Method of Payment

**Payment Terms:** Payments may apply as noted in Wisconsin Statute 66.0135. Payment to be made net 30 from receipt of a properly completed invoice. Vendors are strongly encouraged to accept P-Card payments.

## 12. Financial Verification

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e. Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it's deemed to be in the best interest of the County.

## 13. "Piggyback" Clause

Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

## 14. Other

1. **Cancelled Project Records:** Brown County reserves the right to not disclose records of cancelled project to ensure open and fair competition of future solicitations.
2. **Laws:** All services shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
3. **License:** Vendors performing work are required to have a Contractor's License for the state for which the work is to be done. All applicable Licenses for any contractors must be current on the day of Contract execution and throughout the length of the project.
4. **Project Manager:** Vendor shall provide a Project Manager who will act as a single point of contact for Brown County.
5. **Rejection of Document Submission:** Brown County reserves the right to accept or reject any or all submissions and to waive any informality in the document.
6. **Taxes:** Brown County and its departments are exempt from payment of all federal, Wisconsin and local taxes on its purchases except Wisconsin excise taxes.

## 15. RFP Attachments

- A. **RFP Scope of Work, Specifications / Drawings:** Contractor must adhere to specifications/drawings for this project.
- B. **RFP Scoring**
- C. **RFP Cost Sheet**
- D. **RFP Reference Data Sheet**
- E. **RFP Designation of Confidential & Proprietary Information**
- F. **RFP Addendum(s) Acknowledgement:** Brown County reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Contractor and the County.
- G. **RFP Appeals**
- H. **Contract Insurance Requirements**
- I. **Professional Contract for Service TEMPLATE:** Contractors submitting documents must review the Professional Contract for Service TEMPLATE. Sections that may be of concern must be identified and an explanation for the objection must be provided with the Vendor document submission. If no objections are raised it shall be expected that the contractor agrees to the terms and conditions as stated.

## ***ATTACHMENT A: RFP SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS***

*(Potential vendors are expected to perform the following service in order to submit documents and to be awarded a contract.) Please provide specific procedures and explanations to each requirement in your submitted documents.*

### **RFP OBJECTIVES**

- To collect information necessary for the fair and objective evaluation of competitive proposals submitted by qualified proposers.
- To result in a contract between the successful proposers and the Brown County Sheriff's Office that will meet the following objectives:
- To deliver high quality health care services that can be audited against established standards of the National Commission on Correctional Health Care (NCCHC).
- To operate the health services program at full staffing and to use only Wisconsin licensed, certified and professionally trained personnel. Using as many full time staff as possible showing dedication to this sight.
- To operate the health services program in a cost-effective manner with full reporting and accountability to the Jail administrator.
- To implement an annual written health care plan created by the successful proposer with clear objectives, site specific policies and procedures, and annual evaluation of compliance for Brown County.
- To maintain an open, collaborative relationship with the administration and staff of the Brown County Jail.
- To maintain standards established by the Wisconsin Department of Corrections and the NCCHC for health services in jails.
- To offer a comprehensive program for continuing health care education for the correctional staff coordinated through the Sheriff's Office Training Division.
- To maintain complete and accurate electronic records of care and to collect and analyze health statistics on a regular basis. Analysis should include information that will assist all parties in justifying current services and any recommendations to improve medical services.
- To operate the health services program in a humane manner with respect to the inmates' rights to basic health care services.

### **SCOPE OF SERVICE**

The successful proposer will be expected to provide the following services as part of the health services program:

#### **➤ RECEIVING SCREENING**

A receiving screening exam shall be performed on all inmates upon their arrival at the jail. Correctional staff currently completes the screening. All receiving screening forms shall be reviewed by qualified health care personnel and all screenings shall be provided a disposition, such as, referral for appropriate health care services, placement into medical segregation with referral to appropriate health care services, or placement into the general inmate population. Disposition will be provided within 12 hours of arrival.

#### **➤ HEALTH APPRAISAL**

A health appraisal examination must be completed by a qualified care professional for each inmate within fourteen (14) days after arrival at the jail or juvenile detainee within 7 days.

The health appraisal must include the following:

- Review of the receiving screening.
- Completed history and physical examination.
- Mental health initial evaluation.
- Dental screening
- Vision and hearing screening
- Laboratory tests as required.
- Other tests and examinations required and indicated.
- Initiation of physical therapy when appropriate.

➤ DAILY TRIAGING OF MEDICAL REQUESTS

- Health care requests from inmates must be processed on a daily basis.
- a. Health trained personnel shall act upon all inmate medical requests with referrals to qualified medical personnel as required.
- b. The responsible physician shall determine the appropriate triage mechanism to be utilized for specific categories of requests.

➤ SICK CALL

Sick call shall be held at a minimum of 3 times a week at the Main Jail and the Work Release Center.

➤ MEDICAL ADMINISTRATION TIMES

Medical Administration times should be scheduled to allow for the maximum amount of time for the dispensing of medications by the nursing staff and meeting the physician's orders for medication. The times should include a minimum standard for this task. The successful proposer shall provide medical administration at times established and required by the responsible physician.

➤ HOSPITAL CARE

The Brown County Jail does not operate a clinic or infirmary. When hospitalization of an inmate is required, the successful proposer shall be responsible for the arrangement and the cost for the hospital care. Neither Brown County nor the successful proposer shall be responsible for the cost of treatment of pre-booking injuries.

➤ SPECIALITY SERVICES

As with hospital care, inmates will periodically require the services of a medical specialist. The successful proposer shall be responsible for the arrangement and the cost of all specialty care.

➤ EMERGENCY SERVICES

Current emergency services are provided by Aurora Bay Care. Transportation is currently and will continue to be provided by the Brown County Sheriff's Office or by the Green Bay Rescue or County Rescue Service if ambulance transport is necessary. Unless the successful proposer can provide ambulance transport, this procedure will remain the same. The successful proposer shall be responsible for the cost of ambulatory transport.

➤ DENTAL CARE

The following dental services shall be provided to the Brown County Jail inmates:

- Triage and referral to Jail Dentist
- The Brown County Jail provides an area for on-site dental care in the facility.  
The successful proposer shall be responsible for providing an on-site dentist.

➤ MEDICAL RECORDS

Each inmate must have a medical record, which is kept up to date at all times and which complies with problems oriented medical record format and standards. The records shall be reproduced upon requests for open records under the guidelines established by Wisconsin State Statutes. All procedures concerning the confidentiality of the medical records must be followed as established by the NCCHC. The successful proposer shall be responsible for having electronic medical records.

➤ PHARMACEUTICALS AND MEDICAL SUPPLIES

The successful proposer shall obtain all prescription and non-prescription medication, medical supplies, and other supplies. The licensed health care provider must prescribe all medications and records of administration must be maintained. All costs are to be borne by the contractor.

Special Medical Program: For inmates with special medical conditions requiring close medical supervision, a written individualized treatment plan shall be developed by the jail physician. The plan should include directions to health care and other personnel regarding their role in the care and supervision of the patient.

➤ **MENTAL HEALTH**

It is the responsibility of the successful proposer of this request to coordinate and provide for pharmaceutical needs of inmates with mental health needs. Mental health needs are coordinated through the Brown County Human Services Department. It is requested for the proposals to itemize costs for 80 hours of services for a Master Social Worker. Brown County will consider other issues that need to be addressed regarding any other mental health issues and the costs itemized for this service.

➤ **ADMINISTRATION**

The successful proposer must provide for the clinical and managerial administration of the health care program.

➤ **SUPPORT SERVICES**

The successful proposer must demonstrate their ability to manage and support the program that they propose. Proposers shall include information on, but not limited to, policies, procedures, and cost containment they currently utilize or propose to utilize for Brown County.

➤ **REPORTING REQUIREMENTS**

A quarterly and annual report of services shall be written and provided to the jail administrator. Said report will include suggestions for corrective, preventive, or remedial actions based on analysis of the report's data. Reports are to be submitted within ten (10) days after each quarter.

➤ **STAFFING REQUIREMENTS**

Adequate health care personnel required to provide those services listed in this RFP must be provided by the contractor.

Proposals shall contain a staffing analysis including provider services, nursing, dental health, mental health and administrative coverage.

Brown County will provide office space for the doctor and nurses, x-ray room, sufficient furniture and filing space for administrative needs, examination tables and chairs for staff and inmates. Telephone equipment will be provided for both local and long distance calling, which are directly related to service provision (subject to review). RF (radio) communication will be provided to the nursing staff if needed. It should be noted that the correctional staff are responsible for dispensing medications to the inmates only at the Work Release Center. All medications are set up and approved with Medical Staff. Medical staff would be requested to make an initial review and set up of all medications received at the jail. Proposals shall include appropriate nursing hours to cover the Work Release Center population.

**MINIMUM REQUIREMENTS**

➤ **STANDARDS**

- All medical services shall be provided in accordance with the Wisconsin Department of Corrections and NCCHC standards.
- Documentation of licensing and accreditation for all hospitals and/or clinics to be used in the performance of this contract must be made to the County prior to contract execution.

**PERSONNEL**

- The successful proposer shall engage only licensed and qualified personnel to provide professional coverage.
- Continued assignment of staff shall be subject to the approval of the Brown County Sheriff's Department through the Jail Administrator.
- All personnel shall be required to pass a background investigation conducted by the Brown County Sheriff's Office for the initial assignment. The cost of this investigation will not be the responsibility of the successful proposer.
- All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of the Brown County Sheriff's Office.
- All personnel will be required to complete the jail security training for non-security personnel.

➤ ADMINISTRATIVE

- c. The successful proposer shall adhere to medical procedures and policies as established by the provider to meet requirements deemed necessary by the Brown County Sheriff's Office Jail Administration and implement said for the health care unit and medical staff.
- d. The successful proposer shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Jail Administrator.
1. The successful proposer's staff shall represent the health care unit in discussions with visiting officials as mutually agreed upon by the parties.
2. The successful proposer shall ensure that the health care status of committed persons admitted to outside hospitals is reviewed to insure that the duration of the hospitalization is no longer than medically indicated.
- e. The successful proposer shall ensure that its staff documents all health care contacts in the committed person's health care in the proper medical record format.

➤ SCHEDULES

- The successful proposer shall be responsible for setting up the work schedules of all of its employees to comply with the coverage requested in this Request for Proposal. Schedules shall include 24 hour nursing coverage.
- The Brown County Sheriff's Office Jail is contracting for staff and services to be provided by the contractor, unless otherwise indicated. Should the level of services to inmates required by the contract decline due to a position vacancy, the contractor will be responsible for providing replacement personnel within two weeks after the vacancy occurs. All replacements shall be subject to the approval of the Brown County Sheriff's Office.

➤ SECURITY

The successful proposer's staff shall be subject to all security regulations and procedures of the Brown County Sheriff's Office Jail.

➤ REFERRAL

The successful proposer shall make referral arrangements with medical specialists, subject to the approval of the jail physician, for treatment of those committed persons with problems, which may extend beyond the scope of the services provided on-site.

➤ QUALITY ASSURANCE PROGRAM

Proposers shall maintain a quality assurance program and provide information on the same. Quarterly meetings shall be held between Brown County Sheriff's Office Jail officials and appropriate contractual staff to review significant issues and changes and to provide feedback to the medical program.

➤ IN-SERVICE TRAINING

The successful proposer shall provide appropriate in-service training and education programs as required by law and/or license regulations for their staff. All full-time health care staff members, with the exception of the physicians, are to receive in-service training. In-service training will also be provided to the correctional staff as indicated or required. All Prison Rape Elimination Act (PREA) requirements will be met.

➤ SECURITY OF INMATES' FILES

Inmate files are of a confidential nature. The successful proposer's employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules and laws established by the State of Wisconsin. The successful proposer shall honor all policies and procedures for safeguarding the confidentiality of such data.

➤ **CONTRACTOR'S COOPERATION**

The contractor shall maintain regular communications with the jail administrator and/or assistant jail administrator and shall actively cooperate in all matter pertaining to this contract.

➤ **MEDICAL WASTE**

The successful proposer shall provide for, in compliance with all laws and regulations, for the appropriate management, cost and disposal of contaminated waste resulting from its services including needles, syringes, and other materials used in treatment of inmates.

**GENERAL REQUIREMENTS**

➤ **CONTENTS OF PROPOSAL**

All attachments, additional pages, addenda or explanations supplied by the vendor with this proposal will be considered as part of the proposal response. If an oral presentation/interview is required of selected finalist, it will be at the proposer's expense.

However, an award may be made without discussion with the proposers. Therefore, proposers are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint. Unnecessary elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

➤ **NON-CONFORMING TERMS & CONDITIONS**

A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as non-responsive. Brown County reserves the right to permit the proposer to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

➤ **ALTERNATE PROPOSALS**

An alternate proposal is viewed by the County as a proposal describing an approach to accomplishing the requirements, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its prime proposal. The County may consider or reject any or all alternate proposals submitted.

➤ **RESERVATIONS**

This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or its entirety, this RFP. The County may require the proposers selected to participate in negotiations, and to submit such price, technical or other revisions in their proposal as may result from negotiations.

➤ **NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS**

No official or employee on the evaluation committee may have any financial interest, either direct or indirect, in the proposal or contract. No official or employee of the evaluation committee may exercise any undue influence in the awarding of the proposal or contract.

➤ **AMENDMENT OF PROPOSALS**

- By County: Proposals may be amended by the Brown County Sheriff's Office in response to need for further clarification, specifications and/or requirement changes, new opening date, etc. Addendums will be posted on the Brown County web site. All vendors are responsible for addendums. No notification will be sent out when addendums are posted.
- By Vendor: Proposals may only be amended after receipt by Brown County Purchasing by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by Brown County Purchasing.

➤ **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn only in total and only by a written request to Brown County Purchasing prior to the time and date scheduled for opening of proposals.

➤ **OTHER CONSIDERATIONS**

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The County reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the proposer as deemed appropriate.

➤ **ABSENCE OF DETRIMENT**

The proposer will be expected to certify that the proposer has legal ability and personnel to provide the services, that there is no restriction on the proposer's ability to perform the services for the County, and that performance of the services for Brown county will not violate any state, federal or local law of agreement to which the proposer is bound.

➤ **CONTRACT NEGOTIATIONS**

The County reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

**RFP SUBMISSION REQUIREMENTS**

Any deviation from these requirements may result in the proposal being considered non-responsive, thus eliminating the vendor from further consideration. The proposal shall be prepared with a straight forward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP including the following items outlined (A – E) below:

**RFP Proposal Details (See attachment A):**

Include responses addressing all of the details provided in Attachment A including the following details:

- **Table of Contents:** Include a clear identification of the material by section and by page Number.
- **Letter of Transmittal:** Limited to one or two pages. Briefly state the proposer's understanding of the service to be provided and a positive commitment to perform the services as defined in the RFP.
- **Work Plan:** Reference Attachment A and describe how your firm will plan and provide for the provision of the services defined herein.
- **Experience and Qualification of Firm:** Furnish information on your firm, including such information as size of the firm, legal status (corporation or partnership, etc.), lines of business, management and technical expertise, financial position, and years in business. Also describe any unique approaches or techniques developed and used by the firm that would give it an advantage in this engagement. Full disclosure of all lawsuits and claims filed against your firm in the past five (5) years. Information on contracts lost in the past three (3) years, including contract name, location, reason for loss and name of contact person. **Financial viability of the firm will be a factor when determining the final award.**
- **Experience and Qualifications of Staff Assigned:** Information on the personnel handling this project listing pertinent experience and technical qualification. The format of individual resumes for key personnel should be as follows:
  - Name and position title

- Education (degree, major, institution, year)
- Summary of pertinent experience and qualifications
- Years of experience in medical profession
- Years employed by current company
- Address of above
- Telephone and fax numbers, along with email address of above
- Any miscellaneous information, to include licensing and/or certifications

**B. RFP Cost Sheet (See attachment C):**

Provide completed Cost Sheet, attachment C with your proposal in a separate sealed envelope or separate file if submitted via email.

**C. RFP References (See attachment D):**

Provide completed attachment D listing three to five references with your proposal.

**D. RFP Designation of Confidential and Proprietary Information (See attachment E):**

If any part of your proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law, please designate on the attachment and provide with your proposal. *Prices always become public information after award, and therefore cannot be kept confidential.*

**E. RFP Addendum(s) (See attachment F):**

If Addendums exist for this project, please sign and date attachment F and provide with your proposal.



## **ATTACHMENT B: SCORING**

*(This attachment is provided for your information only. There is no need to sign or mail it back.)*

Responses to this project will be evaluated according to the following:

### **1. Evaluation Process**

The following steps will be observed in the evaluation of the potential vendor document submission:

- Brown County will establish a project scoring team.
- The vendor submission will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements or being over-budget will result in the submission being eliminated from consideration.
- The project scoring team will review all submitted documents received and score in accordance with the predefined scoring methodology.
- Composite scores will be developed summarizing the individual scoring efforts of each selection team member.
- References, oral presentations and/or interviews are optional and determined if required by the scoring team.
- Vendors will be ranked by composite score with the highest score determining vendor award.

### **2. Scoring Methodology**

The following is a summary of the project evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor document submission. Points will be awarded on the basis of the following factors:

Scoring Criteria	Points
1. Experience and Qualifications of Firm	25
2. Experience and Qualifications of Staff Assigned	25
3. Quality and Completeness of the Proposal Response	10
4. Pricing (Attachment C)	10
5. Quality Assurance Program	15
6. Interviews/Presentations (optional)	10
7. References (optional)	5
<b>Total</b>	<b>100</b>

*\*Pricing is not shared with the scoring team until after they have submitted their scores to prevent influencing their ability to score the other criteria's.*

### **3. Scoring Criteria**

The evaluation factors to be used in project scoring are described below:

1. **Experience and Qualifications of Firm** – Proposals will be evaluated based on the experience & qualifications of the Vendor.
2. **Experience and Qualifications of Staff Assigned** – Proposals will be evaluated based on the experience & qualifications of the Employees.
3. **Quality and Completeness of Proposal** – Proposals will be evaluated on meeting the overall requirements of the RFP.
4. **Pricing** – Document submissions are scored using a formula with the lowest price submitted that is divided by the price of each prospective vendor times the established point value times the weight factor percentage. Pricing will be calculated for the entire term of the contract.
5. **Quality Assurance Program** – Proposals will be evaluated on vendor quality assurance programs
6. **References** – Optional. Document submission will be evaluated based on information obtained from the references provided.
7. **Interviews/Presentations** – Optional. Interviews and/or presentations are not required but may be preferred based on the scoring teams' recommendation.

**ATTACHMENT C: RFP COST SHEET***(Use of this form is required when submitting your documents; do not submit copy of project details with your submission)***Vendor Information**

COMPANY PHYSICAL LOCATION INFORMATION				
Legal Name:				
Address:				
City:		State:		Zip:
Phone:		Fax:		
Federal ID #:		Website:		
COMPANY REMIT INFORMATION <i>(where to send payment, if different than above)</i>				
Billing Name:				
<i>Name to print on check, if different than above</i>				
Address:				
City:		State:		Zip:
Accounts Payable Contact:		Phone:		
Accounts Payable Email:		Payment Terms:		
CONTACT INFORMATION / SALES REPRESENTATIVE RESPONSIBLE FOR SETTING UP PRESENTATIONS, DEMONSTRATIONS AND/OR INTERVIEWS				
Sales Rep Name:		Sales Rep Title:		
Sales Rep Phone Number:		Sales Rep Email:		
CONTACT INFORMATION / PRIMARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU				
Primary Name:		Title:		
Email:				
CONTACT INFORMATION / SECONDARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU				
Secondary Name:		Title:		
Email:				
CONTACT INFORMATION / PROJECT MANAGER				
Project Manager Name:		Title:		
Address:		City:		
City:		State:		
Phone:		ZIP:		
Email:		Fax:		

CONTACT INFORMATION / PERSON AUTHORIZED TO SIGN CONTRACT			
Contract Signer Name:		Title:	
Address:		City:	
City:		State:	
Phone:		ZIP:	
Email:		Fax:	

Does your Company accept MasterCard Credit Card for payment? YES NO (Circle one)

If credit card payment is accepted, do you charge a service fee? YES NO (Circle one)

If yes, service fee is \_\_\_\_\_%

Comments:	
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Does your Company accept the Brown County Standard Contract? YES NO (Circle one)

Comments:	
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### ***RFP Pricing***

#### **Annual Rates Charged for Services**

Service Description (define unit of measure)	Annual Firm Fixed Rate	Max Annual Increase (if applicable)
Physician / N.P.	\$	%
Nursing	\$	%
Pharmaceuticals	\$	%
Mental Health (Master Social Worker working forty (40) hours/wk)	\$	%
Additional Services: Lab, x-ray, etc.	\$	%
Electronic Medical Records	\$	%
Total	\$	

**\*All pricing is to be inclusive of all costs including travel and meals.**

**ATTACHMENT D: RFP REFERENCE DATA SHEET**

Provide a list of at least three and not greater than five clients that you have recently or are currently providing services for with at least two clients in the public sector and one client from a project that didn't go so well. Please verify that your contact person listed is accurate and still employed with the company.

<b>Reference #1</b>	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
<b>Reference #2</b>	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
<b>Reference #3</b>	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
<b>Reference #4</b>	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State
<b>Reference #5</b>	
Agency Name	Telephone
Contact Person	Email address
Street Address	City/State

## **ATTACHMENT E: RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION**

*(Use of this form is required when submitting proposal)*

The attached material submitted in response to this project includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential. Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.**

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

**We request the following pages not be released:**

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

**Company Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT F: RFP ADDENDUM(S) ACKNOWLEDGEMENT***(If Addendums exist for this project, please sign and date and send with your bid)*

The undersigned acknowledges receipt of the following addenda by checking the box(es) below:

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

Additional Addenda should be written here:


I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my list of subcontractors along with their respective trades-if applicable.

The Undersigned agrees to the above statement:

Company Name:

Printed Name:

Signature:

Date:

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, published on the Onvia DemandStar website and our website at [www.co.brown.wi.us](http://www.co.brown.wi.us), for this project prior to the due date.

If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

## ***ATTACHMENT G: RFP APPEALS***

*(This appeals attachment is for your information only, there is no need to sign or mail it back.)*

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFP or RFQ

Appeals may be submitted for the following purchases:

1. the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
2. the item price or proceeds is \$5000 or more or the total order is \$10,000 or more, and
3. vendor selection was based on factual errors, or
4. the lowest price or highest proceeds vendor was not selected for RFQ or RFB, or
5. failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 3 business days from the receipt of the rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of three people: The Chairman of both the Executive and Administration Committees and the Internal Auditor.

**Submit To:**

**Brown County Internal Auditor  
305 E. Walnut St. Rm 102  
PO Box 23600  
Green Bay, WI 54305-3600**

## **ATTACHMENT H: CONTRACT INSURANCE REQUIREMENTS**

*(Potential vendors are required to meet the following insurance requirements in order to be awarded a contract.  
There is no need to sign or mail it back.)*

Awarded vendor is required to provide a certificate of insurance within three (3) business days of receiving the 'Intent to Award' notice. Certificates are required to be valid and provided annually to Brown County Administration, 305 E. Walnut Street, Green Bay, WI 54301 or EM at [BC\\_administration\\_purchasing@co.brown.wi.us](mailto:BC_administration_purchasing@co.brown.wi.us) throughout the contract term.

### **1. Hold Harmless**

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

### **2. Insurance Requirements**

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

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#### **Comprehensive General Liability (Occurrence Form)**

Products and Completed Operations	
Personal Injury and Advertising Liability	
Independent Contractors / Protective	
Limits of Insurance	\$1,000,000 per occurrence
	\$1,000,000 aggregate

#### **Business Automobile Liability : Covering all owned, hired, and non-owned vehicles**

Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage
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#### **Excess / Umbrella Liability**

Limits of Insurance	\$1,000,000 per occurrence
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#### **Worker's Compensation Insurance and Employers Liability**

State Statutory Workers' Compensation Limits	
Employer Liability	\$100,000 each accident

#### **Professional Liability**

Limits of Insurance	\$5,000,000 per occurrence
	\$10,000,000 aggregate



### 3. Additional Insured

The Outside Contractor agrees that all liability policies other than professional liability shall name Brown County as additional insured with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

### 4. Adjustment to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

### 5. Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

### 6. Waiver of Subrogation

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

### 7. Certificate of Insurance

The Certificate of Insurance must include:

1. **Additional Insured:** Named as Brown County
2. **Cancellation:** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County to include non-renewal, or material change in coverage.
3. **Project Information:** Shall include reference to the contract name and / or RFB number in the description section of the certificate.
4. **Receipt of Certificate:** A valid Certificate shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions.
5. **Signature(s):** Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract, to the below listed department and address.

Brown County Department of Administration  
305 E Walnut Street  
PO Box 23600  
Green Bay, WI 54305-3600

### 8. Questions

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

**ATTACHMENT I: PROFESSIONAL CONTRACT FOR SERVICE TEMPLATE**

*(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded vendor. There is no need to sign or mail it back at this time.)*



**BROWN COUNTY PROFESSIONAL  
STANDARD CONTRACT**

All posted project details and addendums shall be considered to be part of this contract.

<b>Project #:</b>	2247
<b>Service Description:</b>	Inmate Medical Services
<b>Time of Performance:</b>	Completion by Date:
<b>Total Amount of Contract:</b>	Maximum Compensation not to Exceed: \$00

Please mail all invoices to the below address and reference Project number and/or Purchase Order number:

<b>Performance, schedules and invoices will be approved by the following Brown County Contact:</b>	
<b>Brown County Department:</b>	Jail
<b>Address:</b>	3030 Curry Lane
<b>City, State Zip:</b>	Green Bay, WI 54311
<b>Phone:</b>	
<b>Email:</b>	

This Brown County Professional Services Standard Contract ("Contract") is made and entered into on this      day of     , 20   by and between                      (the "CONTRACTOR"), and Brown County, a body corporate organized under the Laws of Wisconsin (the "COUNTY") (Collectively referred to as the "parties" or in the singular as the "party").

**WITNESSETH:**

WHEREAS, the COUNTY, a governmental entity organized and existing as a body corporate pursuant to Wis. Stat. § 59.01, is in the business of providing certain governmental services to the COUNTY and its citizens;

WHEREAS, the CONTRACTOR, is in the business of providing said services and has made express and implied representations to the COUNTY of being capable, experienced and qualified to undertake and personally perform those services as are required in fulfilling all obligations under the terms and conditions of this Contract; and

WHEREAS, relying upon the CONTRACTOR'S above-referenced express and implied representations, the COUNTY now desires to engage and the CONTRACTOR now desires to be engaged as an independent contractor and not as an employee of the COUNTY to perform said services, all in accordance with the terms and conditions of this Contract.

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and either: (a) has been notified in writing to commence the Performance of Services; or (b) has received from the COUNTY an original of the Contract that is complete and fully executed.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

1. **REQUIREMENTS:** The CONTRACTOR hereby agrees to be retained by the COUNTY and the COUNTY hereby agrees to retain the CONTRACTOR to perform the services in accordance with the terms and conditions of this Contract, which includes, but is not limited to:
  - A. that the CONTRACTOR is required to do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract;
  - B. that the CONTRACTOR is required to comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services under this Contract; and
  - C. that the CONTRACTOR is required to comply with time schedules and payment terms.
2. **SCOPE OF SERVICES:** The CONTRACTOR and its subcontractors, to the same extent as the CONTRACTOR, agree to fulfill its obligations described in the Project Detail Scope of Work, Specifications / Drawings (hereinafter referred to as the "Project"), as well as the addenda attached thereto, copies of both which are attached hereto and incorporated herein by reference.

The total amount of the Contract includes all services, deliverables, and reimbursable expenses as included in attachments. Additional reimbursable fees will not be accepted.

3. **SPECIFIC CONDITIONS OF PAYMENT:** Payment to be due and owed following completion and acceptance of the Project by the COUNTY. Payment will be made within thirty (30) days after receipt of a properly documented invoice, the manner of which is more fully set forth below under "Payment Schedule", but only if completion is deemed satisfactory by the COUNTY.

<b>Payment Terms:</b>	Net 30
<b>Check Payable To:</b>	
<b>Invoice Mailing Address:</b>	
<b>City, State Zip</b>	
<b>Invoice Email Address:</b>	
<b>Invoice Phone Number:</b>	
<b>Federal Tax ID#:</b>	

4. **REPORTS:**

- A. The CONTRACTOR agrees to timely submission of reports as may be required by the COUNTY in its sole discretion.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY and the COUNTY shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY unless legally required otherwise, at which point the CONTRACTOR is obligated to notify the COUNTY of the same in advance thereof.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished

documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

**5. TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed in a timely fashion and as indicated on the top of Page 1 of this Contract under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified herein, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any amendments to this Contract as deemed necessary by the COUNTY.

**6. CONDITIONS OF PERFORMANCE AND COMPENSATION:**

- A. Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. Place of Performance** - The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on the top of Page 1 of this Contract under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on the top of Page 1 of this Contract. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3 "Specific Conditions of Payment" of this Contract under "Specific Conditions of Payment." Section 66.0135, Wis. Stats., will apply to any late payments by the COUNTY, except as provided for by Section 21 "Force Majeure" of this Contract.
- D. Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services set forth herein without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to, and controlled by, each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by it, as he is for the acts and omissions of persons directly employed by CONTRACTOR.

**7. INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR agrees to release, indemnify, defend, and hold harmless the COUNTY, its officials, officers, employees, agents and assigns from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by CONTRACTOR, its officers, officials, employees, agents or assigns. The COUNTY does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

**8. REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

**9. SAFETY REQUIREMENTS:** All material, equipment and supplies used or provided to the COUNTY must comply with all safety requirements as set forth by the federal, state and local laws, including but not limited to, the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

**10. VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

**11. TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of such termination. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. The COUNTY, in its sole discretion, may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the COUNTY determines that the breach is amenable to a cure. The COUNTY shall not unreasonably withhold such permission. The COUNTY'S decision to allow the CONTRACTOR a reasonable amount of time to cure said breach in one instance does not constitute a waiver of a subsequent breach of the same or any other term of this Contract, nor shall it be deemed to waive the need for further consent or approval from the COUNTY to cure any subsequent breaches, regardless of their nature.

This contract may be terminated by either party for no reason by giving twenty (20) days written notice to the other party of said termination.

In the event that this Contract is terminated for any reason by either party, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Contract by the CONTRACTOR, and the COUNTY may withhold any payments due the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR shall be determined and recovered.

**12. CHANGES:** All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to be attached to this Contract.

**13. WAIVER:** No provision of this Contract may be waived, unless the waiver is made in writing and is signed by a duly authorized representative of each party. One or more waivers by any party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term hereof. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

**14. PERSONNEL:**

**A.** The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall under no circumstances be deemed employees of or have any contractual relationship with the COUNTY.

**B.** All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

**15. ASSIGNMENT:** The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

**A. Records:** Establishment and Maintenance of Records - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law. CONTRACTOR will notify COUNTY prior to destroying document(s) and offer the right of refusal.

**B. Documentation of Cost** - All costs of the CONTRACTOR shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract, shall be clearly identified, readily accessible and shall be retained in accordance with the laws of the State of Wisconsin.

**16. AUDITS AND INSPECTIONS:** In the event that the COUNTY deems it necessary to conduct an audit or inspection, the CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in the CONTRACTOR'S custody or control as deemed pertinent by the COUNTY to this Contract.

The CONTRACTOR shall provide to the COUNTY'S inspectors or auditors access to all property, equipment and facilities in the CONTRACTOR'S custody or control as the inspectors or auditors deem related to the services provided or purchased under this Contract. The CONTRACTOR shall be expected to provide, at the CONTRACTOR'S expense, reasonable time by the CONTRACTOR'S personnel as may be required for the COUNTY'S inspectors or auditors to perform the inspection or audit.

Any information provided to the COUNTY'S inspectors or auditors which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public unless legally required otherwise.

**17. NON-DISCLOSURE:** For the purposes of this Contract, the parties agree to the following definitions.

**Disclosure** - The term "Disclosure" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.

**Recipient** - The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.

**Sensitive and/or Confidential Information** - The term "Confidential Information" as used herein means: (1) any Trade Secret of Discloser as defined in the Uniform Trade Secrets Act, Sec. 134.90, Wis. Stats. or any other applicable state or federal trade secrets law; and (2) any non-public information, documentation, and/or devices disclosed or made available by Discloser to Recipient in any form including, but not limited to, all data or know-how either created by Discloser or for Discloser, any information conveyed to Discloser by a third party to which Discloser is bound by a confidentiality agreement not to disclose, the whole or any portion of any technical, scientific, laboratory, experimental or research data, research and development information, information concerning equipment, designs, processes, procedures, formulae, recipes, improvements, customer lists, records, or engineering drawings, documentation and information about products, sales information, formulae, recipes, manufacturing techniques, processes, design of software or hardware, applications or systems, used or developed by Discloser, source codes, other information relating to computer programming, and any information used for the conduct of Discloser's business including, but not limited to, plans, programs, marketing, advertising, sales strategies, policies, costs, pricing, and other financial information.

Sensitive and/or Confidential Information shall also include but shall not be limited to:

- Confidential Information (business or personal) including copyrighted, trademarked or patented information;
- Electronic protected health information (ePHI) protected by Federal HIPAA legislation;
- Intellectual Property (IP);
- Credit card data regulated by the Payment Card Industry (PCI);
- Personal Identity Information (PII);
- Information relating to an ongoing criminal investigation;
- Court-ordered settlement agreements requiring non-disclosure;
- Information specifically identified by this Contract as restricted;
- Other information for which the degree of adverse effect that may result from unauthorized access or disclosure is high; whether in writing or not, which the Discloser discloses to Recipient, including, but not limited to, any information relating to the policies, procedures and administration of the Discloser, its affiliates' or customers' ongoing operations, and personnel. It is the intention of the parties in defining Sensitive and/or Confidential Information that any and all information which in any way relates to Discloser's operations, no matter what the nature thereof, which was disclosed by Discloser or which is developed by either party as part of their services in carrying out the Contract performance reference herein shall be and remain confidential pursuant to this Contract. This includes but is not limited to:
  - Applications for services
  - Account numbers or balances
  - Payment histories
  - Identity of customers

- Social Security numbers
- Credit reports or histories
- Any other financial information regarding Brown County or its customers
- The terms of this Contract
- HIPAA-related information

Sensitive and/or Confidential Information for purposes of this Contract does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;
- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37.

**A. Acknowledgment of Confidential Relationship** - The COUNTY is required to ensure the confidentiality of any Sensitive and/or Confidential Information that the CONTRACTOR may have access to or become privy to under the state and federal laws including, but not limited to, HIPAA and the Wisconsin Privacy of Consumer Financial and Health Information, Wis. Administrative Code Ch. INS 25. The CONTRACTOR hereby acknowledges and agrees that any Sensitive and/or Confidential Information disclosed to it by the COUNTY is for the limited purpose of providing services and the CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between the CONTRACTOR and the COUNTY by reason of such submission and/or disclosure. The CONTRACTOR further acknowledges and agrees that the Sensitive and/or Confidential Information of the COUNTY is proprietary to the COUNTY and that any unauthorized disclosure or unauthorized use as more fully set forth herein will cause harm and/or loss to the COUNTY.

**B. Use and Disclosure of Sensitive and/or Confidential Information** - The CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Sensitive and/or Confidential Information whether from observation, from any materials submitted or from disclosures by the COUNTY hereunder. The CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without the COUNTY'S prior written approval, which the COUNTY may withhold in its sole discretion. In no event shall either party use Sensitive and/or Confidential Information in a way, which violates local, state or federal laws. The duty to protect Sensitive and/or Confidential Information shall survive the termination of this Contract and shall be subject to the open records provisions of both state and federal law.

The CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Contract and instruct them to use the same care and discretion with respect to the Sensitive and/or Confidential Information as the CONTRACTOR is obligated to use and to not circumvent any security procedures or devices with respect to Sensitive and/or Confidential Information.

**C. Title remains with the COUNTY** - All innovations, inventions, devices, processes and/or formulas developed by the CONTRACTOR for the COUNTY shall be deemed to be the sole property of the COUNTY. The CONTRACTOR agrees to disclose in writing to the COUNTY any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by the CONTRACTOR on behalf of the COUNTY which constitute innovations or inventions developed by the CONTRACTOR either solely or jointly in connection with work performed by the CONTRACTOR at the request of or under any assignment by the COUNTY. The CONTRACTOR also agrees to assign to the COUNTY any and all interest it may have in such inventions or innovations.

**D. Indemnification by the CONTRACTOR** - The CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will defend, hold harmless and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, expenses, claims, actions, damages, suits, fines and costs including reasonable attorney's fees or liability arising from or in connection with such unauthorized use or disclosure. In addition, the CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Contract, irreparable damage will immediately occur to the COUNTY and CONTRACTOR will defend and indemnify the COUNTY,

its officers, employees, agents and assigns from all losses, liabilities, claims, actions, damages, suits, fines, costs and expenses, including reasonable attorney's fees, incurred by the COUNTY as a result thereof.

- E. **Duty of Inquire** - If either party has a question concerning whether information qualifies as Sensitive and/or Confidential Information under this Contract, each shall have a duty to inquire whether the information is deemed sensitive and/or confidential before taking any action contrary to this Contract.

For COUNTY inquire to:

<b>County Department:</b>	Corporation Counsel
<b>Contact Name:</b>	David Hemery
<b>Mailing Address:</b>	305 E Walnut Street
<b>City, State Zip:</b>	Green Bay, WI 54301
<b>Email:</b>	david.hemery@co.brown.wi.us
<b>Phone:</b>	(920) 448-4006

For CONTRACTOR inquire to:

<b>Contractor:</b>	
<b>Contact Name:</b>	
<b>Mailing Address:</b>	
<b>City, State Zip:</b>	
<b>Email:</b>	
<b>Phone:</b>	

- F. **Duty to Safeguard** - Each party shall take all reasonable steps to safeguard any and all Sensitive and/or Confidential Information in their possession. Each party shall ensure, to the extent possible, that access to Sensitive and/or Confidential Information is restricted only to properly authorized employees, agents, officers and/or subcontractors and shall take measures to protect the security of any documentation or computer containing Sensitive and/or Confidential Information.

#### 18. CONFLICT OF INTEREST:

- A. **Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials** - No member of the governing body of the COUNTY, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees** - If the CONTRACTOR is aware or becomes aware that any person described in Section A. or B. of this Contract has any personal financial interest, direct or indirect, in this Contract, the CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed or subcontracted.

#### 19. DISCRIMINATION PROHIBITED:

- A. The CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve



component of the military forces of the United States or this state. The CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.

- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## 20. INSURANCE:

- A. The CONTRACTOR shall be solely responsible to meet the CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance along with an endorsement shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the COUNTY. Such insurance should be primary. The CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and have an endorsement attached naming the COUNTY, its boards, commissions, agencies, officers, employees and representatives as additional insureds and provide for thirty (30) days advance notice, as provided for in Section 23 "Notices" of this Contract, of any change, cancellation or non-renewal during the term of this Contract.
- C. The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR and shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under this Contract shall be made if such proof has not been furnished to the COUNTY. Failure to submit an insurance certificate, as required, can make this Contract void at the COUNTY'S discretion.

## 21. FORCE MAJEURE:

- A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said notice of the Force Majeure Event, this Contract may be terminated by giving written notice.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135, Wis. Stats., shall not apply to any late payment by the COUNTY due to circumstances under this Subsection B.

## 22. OTHER PROVISIONS:

- A. **Publicity Releases** - The CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the COUNTY.
- B. **Appropriation of Funds** - This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or is terminated, the COUNTY may terminate this Contract by providing forty-five (45) days written notice to the CONTRACTOR.
- C. **Independent Contractor Status** - This Contract does not in any way create the relationship of joint venture, partnership, principal, third party beneficiary, agent or employer/employee between the CONTRACTOR and the COUNTY, their agents, employees, subcontractors, officers and/or representatives. The CONTRACTOR, its employees, agents, subcontractors, and/or representatives shall not act or attempt to act, or represent itself, directly or by implication, as an agent for the COUNTY or in any manner assume any obligation on behalf of or in the name of the COUNTY.

- 23. **NOTICES:** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

For COUNTY inquire to:

<b>County Department:</b>	Brown County Purchasing
<b>Mailing Address:</b>	305 E Walnut Street, 5 <sup>th</sup> Floor, PO Box 23600
<b>City, State Zip:</b>	Green Bay, WI 54305-3600
<b>Email:</b>	BC_Administration_Purchasing@co.brown.wi.us
<b>Phone:</b>	(920) 448-4040

For CONTRACTOR inquire to:

<b>Contractor:</b>	
<b>Mailing Address:</b>	
<b>City , State, Zip:</b>	
<b>Email:</b>	
<b>Phone:</b>	

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

- 24. AMENDMENTS:** This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Contract.
- 25. SEVERABILITY:** The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Contract
- 26. CONSTRUCTION:** All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.
- 27. SIGNATURE AUTHORITY:** The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Contract.
- 28. "PIGGYBACK" CLAUSE:** Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

**\*\*\*Continue To Next Page (Signature Page)**

**Attachments:**

- **Attachment A: Scope of Services**
- **Attachment C: Completed Cost Sheet**

**SIGNATURE PAGE**

**BROWN COUNTY PURCHASING**

Dale DeNamur, Senior Buyer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BROWN COUNTY SHERIFF**

John Gossage, Sheriff

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BROWN COUNTY EXECUTIVE**

Troy Streckenbach, County Executive

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

*(To be signed by the person authorized to  
legally bind your firm to this contract)*

Vendor  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

City /  
State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
*(Required)*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution:**

Original – Purchasing

Copy – Contractor(s)

Copy – Responsible Department(s)

August 15, 2018

**AN ORDINANCE TO AMEND CHAPTER 31 OF THE BROWN COUNTY CODE OF  
ORDINANCES BY CREATING SECTION 31.27  
(ELECTRONIC CIGARETTE AND VAPOR/VAPING DEVICE ORDINANCE)**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

**Section 1** - Section 31.27 of Chapter 31 of the Brown County Code of Ordinances is hereby created as follows:

**31.27 PURCHASE AND/OR POSSESSION OF NICOTINE PRODUCTS BY PERSONS UNDER THE AGE OF 18 PROHIBITED.** This section is adopted pursuant to authority contained in Wis. Stat. Sec. 254.92(4), and shall apply within Brown County except that this section does not apply within any city, village or town that has adopted or adopts its own ordinance pursuant to Wis. Stats. Sec. 254.92.

(1) The term "Nicotine Product" has the meaning given in Wis. Stats. Sec. 134.66(1)(f), and includes, e.g., electronic cigarettes and vapor/vaping devices that contain nicotine.

(2) The term "Retailer" means any person licensed under Wis. Stats. Sec. 134.65(1).

(3) No person under 18 years of age may falsely represent his or her age for the purpose of receiving any Nicotine Product.

(4) No person under 18 years of age may purchase, attempt to purchase or possess any Nicotine Product except as follows:

(a) A person under 18 years of age may purchase or possess Nicotine Products for the sole purpose of resale in the course of employment during his or her working hours if employed by a retailer.

(b) A person under 18 years of age, but not under 15 years of age, may purchase, attempt to purchase or possess Nicotine Products in the course of his or her participation in an investigation under Wis. Stats. Sec. 254.916, that is conducted in accordance with Wis. Stats. Sec. 254.916(3).

(5) A law enforcement officer shall seize any Nicotine Product that has been sold to and is in the possession of a person under 18 years of age.

(6) Penalties. Any person who violates this section shall be subject to a forfeiture of not more than Fifty Dollars (\$50.00).

**Section 2** - This Ordinance Amendment shall become effective upon passage and publication pursuant to law.

*Fiscal Impact: This ordinance does not require an appropriation from the General Fund. The cost to publish this ordinance is expected to be \$75 and will be covered by the County Clerk's 2018 Budget line item Advertising and Public Notice.*

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Approved By:

\_\_\_\_\_  
COUNTY EXECUTIVE (Date)

\_\_\_\_\_  
COUNTY CLERK (Date)

\_\_\_\_\_  
COUNTY BOARD CHAIR (Date)

Authored by: Corporation Counsel

Approved by: Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # \_\_\_\_\_

Motion made by Supervisor \_\_\_\_\_

Seconded by Supervisor \_\_\_\_\_

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
BORCHARDT	8				
EVANS	9				
VANDER LEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
DESLAURIERS	20				
TRAN	21				
MOYNIHAN, JR.	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast \_\_\_\_\_

Motion: Adopted \_\_\_\_\_ Defeated \_\_\_\_\_ Tabled \_\_\_\_\_

SHERIFF'S OFFICE

Brown County

2684 DEVELOPMENT DRIVE  
GREEN BAY, WISCONSIN 54311  
PHONE (920) 448-4200 FAX (920) 448-4206



JOHN R. GOSSAGE  
SHERIFF

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 07-24-18  
REQUEST TO: Public Safety Committee  
MEETING DATE: 08-01-18  
REQUEST FROM: John Gossage Sheriff

Edited by Corporation Counsel  
- bpk 7/24/18

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution  
☐ New ordinance ☒ Revision to ordinance

TITLE: An Ordinance to Amend Chapter 31 of the Brown County Code of Ordinances by creating Section 31.27 (Electronic Cigarette and Vapor/Vaping Device Ordinance)

ISSUE/BACKGROUND INFORMATION:

The current ordinance addresses Tobacco products only. We have had an uptick in students/minors vaping, which by ordinance, is not covered. Adding the term "nicotine products" would allow for law enforcement to cite on vaping incidents.

ACTION REQUESTED:

Pass as amended

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
- a. If yes, what is the amount of the impact? \$ 0
- b. If part of a bigger project, what is the total amount of the project? \$ 0
- c. Is it currently budgeted? ☐ Yes ☒ No
1. If yes, in which account? N/A
2. If no, how will the impact be funded? N/A

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

BOARD OF SUPERVISORS

Brown County



BROWN COUNTY  
BOARD OF SUPERVISORS  
GREEN BAY, WISCONSIN

Meeting Date:

July 18, 2018

Agenda No.:

Public Safety

Motion from the Floor

I make the following motion:

For Public Safety to direct staff to explore the financial feasibility and outcomes of having a Sheriff supervised work crew of jail inmates to fill the gaps for the shortage of seasonal employees to possibly begin in the 2019 budget year.

Signed:

P. P. Ball

District No.

15

(Please deliver to County Clerk after motion is made for recording into minutes.)





**BROWN COUNTY  
BOARD OF SUPERVISORS  
COURT HOUSE  
GREEN BAY, WISCONSIN**

**BROWN COUNTY BOARD OF SUPERVISORS**

Meeting Date: June 20th

Agenda No. : \_\_\_\_\_

Motion from the Floor

I make the following motion: That Brown County look at  
a proposal to not house federal inmates  
in Brown County jails.

- Public Safety

Signed: [Signature]

District No.: 5

(Please deliver to the County Clerk after the motion is made for recording into the minutes.)



**BROWN COUNTY  
BOARD OF SUPERVISORS  
COURT HOUSE  
GREEN BAY, WISCONSIN**

**BROWN COUNTY BOARD OF SUPERVISORS**

Meeting Date: 7-18-18  
Agenda No. : Public Safety Committee

Motion from the Floor

I make the following ~~motion~~ request that this committee  
review available jail planning studies,  
including the PONT, ~~and~~ Jail and Justice System  
Assessment, and any other local studies for better  
planning in both the short term and long-term.

Signed: Richard Schaderoff  
District No.: 24

(Please deliver to the County Clerk after the motion is made for recording into the minutes.)



**BROWN COUNTY  
BOARD OF SUPERVISORS  
COURT HOUSE  
GREEN BAY, WISCONSIN**

**BROWN COUNTY BOARD OF SUPERVISORS**

Meeting Date: 7-18-18

~~Agenda No.~~ : Public Safety Committee

Motion from the Floor

I make the following ~~motion~~ request that the terms (low, medium,  
and high risk) inmates be defined so we can  
discuss the diversion programs options using agreed  
upon terms.

Signed: Richard Schaden  
District No.: 24

(Please deliver to the County Clerk after the motion is made for recording into the minutes.)

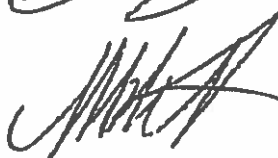
9-20-17

To Public Safety:

To include in the 2018 budget  
up to \$150,000 to RFP  
for services to find efficiencies  
in our criminal justice system.

Don He #1

 #18

 #26

BOARD OF SUPERVISORS

Brown County



BROWN COUNTY  
BOARD OF SUPERVISORS  
GREEN BAY, WISCONSIN

Meeting Date: 1-17-18

Committee: Public Safety

Motion from the Floor/Late Communication

I make the following motion/late communication:

This is our request to form a Criminal Justice System  
Efficiency Improvement Work Group. This multi-  
function team would seek to identify opportunities  
to increase the justice system's operational  
efficiency and recommend specific actions to  
contain the growth and/or reduce the system's  
operating costs.

Signed:

Joan Brunsby - District 14

District No.

Rachel Schaefer - Dist 24

(Please deliver to County Clerk after motion is made for recording into minutes.)



Turning  
Brown

Green

58 23

BOARD OF SUPERVISORS

Brown County



5c

BROWN COUNTY  
BOARD OF SUPERVISORS  
GREEN BAY, WISCONSIN

Meeting Date: 12-13-17

Agenda No.: Pablo S. Pety

Motion from the Floor

I make the following motion:

Have the District Attorney's office be prepared  
to have a discussion on potential offenses that  
can/could be sent to Municipal court for action.

Signed:

A handwritten signature in cursive script, appearing to read "Peter J. Bunker", written over a horizontal line.

District No.

11

(Please deliver to County Clerk after motion is made for recording into minutes.)

**BROWN COUNTY BOARD MEETING  
ITEMS TO REFER TO COMMITTEE**

**Meeting Date: July 18, 2018**

Agenda Item #	Description	Committee Referred To	SYNOPSIS OF COMMUNICATIONS
5a	Late Communication	Public Safety Committee	From Supervisor Ballard: For Public Safety to direct staff to explore the financial feasibility and outcomes of having a sheriff supervised work crew of jail inmates to fill the gaps for the shortage of seasonal employees to possibly begin in the 2019 budget year.
5b	Late Communication	Executive Committee	From Supervisor Lefebvre: So to represent our community, I'm asking that the County Board replace the invocation presented by the Board Vice Chair with-one month a Priest will present the invocation, then the next month a Minister, following month a Rabbi and finally an Iman. All these faiths are present in and part of our community.
5c	Late Communication	Executive Committee	From Supervisor Landwehr: To amend Chapter 2 of Brown County's Ordinances to move all communications after Resolutions and Ordinances. This move would respect our department head's time by allowing them to be excused after issues related to their roles are completed.
5d	Late Communication	Administration Committee	From Supervisor Van Dyck: Reallocate up to \$500,000 of Sales Tax Revenue to purchase the software and audio and video equipment necessary to record, document and archive County Board meetings.
5e	Late Communication	Public Safety Committee	From Supervisor Schadewald: I make the following request that this committee review available jail planning studies, including the PONI, a Jail and Justice System Assessment, and any other local studies for better planning in both the short term and long-term.
5f	Late Communication	Public Safety Committee	From Supervisor Schadewald: I make the following request that the terms (low, medium, and high risk) inmates be defined so we can discuss the diversion programs options using agreed upon terms.
5g	Late Communication	Corporation Counsel	From Supervisor Erickson: Request Corp Counsel to create a resolution asking the State to add to their agenda a focus on legalizing the use of pills and oils derived from the marijuana plant. All use must be prescribed by a doctor and dispensed through a reputable source such as a pharmacy. The medical field feels there is a definite place for this product, but it has to be used in the correct manner and not just purchased and used in self-treatment. As the states surrounding Wisconsin already have this in effect it's time Wisconsin looks into the controlled use.
12a	Late Communication	Education and Recreation Committee	From Supervisor Erickson: Have the Parks Department look into purchasing the old Eagle's Nest to add a much needed safe harbor and boat launch.
12b	Late Communication	Administration Committee	From Supervisor Linssen: Review access of County email access from external applications.

Documents delivered by:

  
 Sandra L. Juno  
 County Clerk

7-19-18  
 Date

Transfer of Documents from the County Clerk's Office to:

David Hemery  
 Corporation Counsel

Date

Troy Streckenbach  
 County Executive

Date

Alicia Loehlein  
 County Board Office

Date

Andrea Holden  
 Administration

Date

**Loehlein, Alicia A.**

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**From:** Mitchell, John W.  
**Sent:** Monday, July 23, 2018 8:12 AM  
**To:** Gossage, John R.  
**Cc:** Loehlein, Alicia A.; Brisbane, Scott P.; Michel, Heidi J.  
**Subject:** RE: RFP scoring for the Arcitech for the Jail/Medical examiners office

Ok I just spoke with Dale for clarification.

We would be asking to put on the next agenda for Public Safety permission to put of the RFP for the Medical Services Contract for the Jail. Dale is ready to post it after receiving it from Scott Brisbane.

Sorry for the confusion.  
John

Lt. John W Mitchell  
Brown County Sheriff's Office  
Jail Division  
Work Release Center - Lieutenant  
920-391-6810  
[Mitchell\\_jw@co.brown.wi.us](mailto:jw@co.brown.wi.us)

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**From:** Gossage, John R.  
**Sent:** Friday, July 20, 2018 7:37 PM  
**To:** Mitchell, John W.  
**Cc:** Loehlein, Alicia A.  
**Subject:** Re: RFP scoring for the Arcitech for the Jail/Medical examiners office

OK thank you

Sent from my iPad

On Jul 20, 2018, at 6:30 PM, Mitchell, John W. <[Mitchell\\_JW@co.brown.wi.us](mailto:Mitchell_JW@co.brown.wi.us)> wrote:

I'm going to have to speak w Dale again on Monday to confirm. They were due on the 18th so now I'm confused. The RFP Jail/medical examiners is under way. It needs to be scored and then back to a vote.

John Mitchell

Sent from my iPhone

On Jul 20, 2018, at 4:52 PM, Gossage, John R. <[Gossage\\_JR@co.brown.wi.us](mailto:Gossage_JR@co.brown.wi.us)> wrote:

I was told that the RFP for the medical wouldn't be until October. I am waiting for a response from John Mitchell.

Sent from my iPad

On Jul 20, 2018, at 3:51 PM, Loehlein, Alicia A. <[Loehlein\\_AA@co.brown.wi.us](mailto:Loehlein_AA@co.brown.wi.us)> wrote: